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No. 48] NEW DELHI, NOVEMBER 25—DECEMBER 1, 2007, SATURDAY/AGRAHAYANA 4—AGRAHAYANA 10, 1929

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

गृह मंत्रालय

नई दिल्ली, 14 नवम्बर, 2007

का.आ. 3388.—सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा नीचे दी गई सारणी के कालम (1) में वर्णित अधिकारी को सरकार का राजपत्रित अधिकारी होने के नाते कथित अधिनियम के उद्देश्यों हेतु सम्पदा अधिकारी नियुक्त करती है जो उक्त सारणी के कालम (2) में विनिर्दिष्ट सरकारी परिसरों के संबंध में अपने क्षेत्राधिकार की स्थानीय सीमाओं के भीतर कथित अधिनियम के अंतर्गत अथवा उसके द्वारा सम्पदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग करेगा तथा सौंपे गए कर्तव्यों का निर्वहन करेगा अर्थात् :-

सारणी

अधिकारी का पदनाम (1)	लोक परिसरों की श्रेणियां और क्षेत्राधिकार की स्थानीय सीमाएं (2)
अपर पुलिस उप महानिरीक्षक (संभरण एवं लेखा) केन्द्रीय रिजर्व पुलिस बल, दक्षिणी सेक्टर मुख्यालय,	आंध्र प्रदेश राज्य के हैदराबाद जिले के युसुफगुडा में केन्द्रीय रिजर्व पुलिस बल की भूमि तथा परिसंपत्तियों के परिक्षेत्र ।

[फाइल सं. ए.-II-4/2007-प्रशा.-1 (एसएस एचक्यू)-गृह मंत्रालय-पीएफ-III]

एच. काम सुआनथंग, अवर सचिव

MINISTRY OF HOME AFFAIRS

New Delhi, the 14th November, 2007

S.O. 3388.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being a gazetted officer of the Government, to be Estate Officer for the purposes of the said Act, who shall exercise

the powers conferred, and perform the duties imposed, on the estate officer by or under the said Act within the local limits of the jurisdiction in respect of public premises specified in column (2) of the said Table aforesaid, namely :—

TABLE

Designation of the Officer	Categories of Public Premises and local limits of jurisdiction
(1)	(2)
Additional Deputy Inspector General of Police (Provision and Accounts) Central Reserve Police Force, Southern Sector Headquarter,	Premises of land and assets belonging to the Central Reserve Police Force at Yousufguda, Hyderabad District in the state of Andhra Pradesh.
[File No. A-II-4/2007-Adm-I (SS HQ)-MHA-PF-III] H. K. SUANTHANG, Under Secy.	

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 21 नवम्बर, 2007

का.आ. 3389.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) (ज) एवं (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री वी.एस. शिवकुमार को इस अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, देना बैंक के निदेशक बोर्ड में अंशकालिक गैर-सरकारी निदेशक के पद पर नामित करती है।

[फा. सं. 9/22/2006-[बीओ-1]

जी.बी. सिंह, उप सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 21st November, 2007

S.O. 3389.—In exercise of the powers conferred by sub-section 3(h) and (3-A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Shri V.S. Sivakumar as part-time non-official director on the Board of Directors of Dena Bank for a period of three years from the date of notification or until further orders, whichever is earlier.

[F.No. 9/22/2006-BO-I]

G.B. SINGH, Dy. Secy.

नई दिल्ली, 22 नवम्बर, 2007

का.आ. 3390.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 9 के उपखंड (1) और (2) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा 3 के खंड (च) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा श्री टी.टी. नटराजन, वरिष्ठ प्रबंधक (स्केल-3), महासचिव, इंडियन बैंक ऑफिसर्स एसोसिएशन को अधिसूचना जारी करने की तारीख से तीन वर्षों की अवधि के लिए अथवा इंडियन बैंक के अधिकारी बने रहने तक या अगले आदेशों तक, जो भी पहले हो, इंडियन बैंक के निदेशक मंडल में अधिकारी कर्मचारी निदेशक के रूप में नामित करती है।

[फा. सं. 9/9/2007-बीओ-1]

जी.बी. सिंह, उप सचिव

New Delhi, the 22nd November, 2007

S.O. 3390.—In exercise of the powers conferred by clause (f) of sub-section 3 of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) & (2) of clause 9 of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby nominates Shri T.T. Natarajan, Senior Manager (Scale III) and Secretary General, Indian Banks Officers Association as Officer Employee Director on the Board of Directors of India Bank for a period of three years from the date of the notification or till he ceases to be an officer of the Indian Bank or until further orders, whichever is the earliest.

[F.No. 9/9/2007-BO-I]

G.B. SINGH, Dy. Secy.

नई दिल्ली, 23 नवम्बर, 2007

का.आ. 3391.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3)(ज) एवं (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री सुनील गुप्ता तथा डॉ. योगेन्द्रपति त्रिपाठी को इस अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केनरा बैंक के निदेशक बोर्ड में अंशकालिक गैर-सरकारी निदेशक के पद पर नामित करती है।

[फा. सं. 9/22/2006-बीओ-1]

जी. बी. सिंह, उप सचिव

New Delhi, the 23rd November, 2007

S.O. 3391.—In exercise of the powers conferred by sub-section 3(h) and (3-A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby nominates Shri Sunil Gupta and Dr. Yogendra Pati Tripathi as part-time non-official director on the Board of Directors of Canara Bank for a period of three years from the date of notification or until further orders, whichever is earlier.

[F.No. 9/22/2006-BO-I]

G. B. SINGH, Dy. Secy.

नई दिल्ली, 23 नवम्बर, 2007

का.आ. 3392.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3)(ज) एवं (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री अतुल अग्रवाल को इस अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, बैंक ऑफ बड़ौदा के निदेशक बोर्ड में अंशकालिक गैर-सरकारी निदेशक के पद पर नामित करती है।

[फा. सं. 9/22/2006-बीओ-1]

जी. बी. सिंह, उप सचिव

New Delhi, the 23rd November, 2007

S.O. 3392.—In exercise of the powers conferred by sub-section 3(h) and (3-A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby nominates Shri Atul Agarwal as part-time non-official director on the Board of Directors of Bank of Baroda for a period of three years from the date of notification or until further orders, whichever is earlier.

[F.No. 9/22/2006-BO-I]

G. B. SINGH, Dy. Secy.

नई दिल्ली, 23 नवम्बर, 2007

का.आ. 3393.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 9 के उपखंड (1) और (2) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (च) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करके, एतद्वारा, श्री सुप्रीता सरकार, प्रबंधक (स्केल-2) तथा महासचिव, युनाइटेड बैंक ऑफ इंडिया ऑफिसर्स एसोसिएशन, को अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा युनाइटेड बैंक ऑफ इंडिया में उनके अधिकारी बने रहने तक अथवा अगले आदेश होने तक, जो भी पहले हो, युनाइटेड बैंक ऑफ इंडिया के निदेशक मंडल में अधिकारी कर्मचारी निदेशक के रूप में नामित करती है।

[फा. सं. 9/34/2003-बीओ-1]

जी. बी. सिंह, उप सचिव

New Delhi, the 23rd November, 2007

S.O. 3393.—In exercise of the powers conferred by clause (f) of sub-section (3) of Section 9 of the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) & (2) of clause 9 of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby nominates Shri Suprita Sarkar, Manager (Scale-II) and Secretary General, United Bank of India's Officers Association as Officer Employee Director on the Board of Directors of United Bank of India for a period of three years from the date of the notification or till he ceases to be an officer of the United Bank of India or until further orders, whichever is the earliest.

[F. No. 9/34/2003-BO-I]

G. B. SINGH, Dy. Secy.

नई दिल्ली, 27 नवम्बर, 2007

का.आ. 3394.—बीमा विनियामक और विकास प्राधिकरण अधिनियम, 1999 (1999 का 41) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, श्री प्रदीप कुमार, सचिव, विनिवेश विभाग, वित्त मंत्रालय को बीमा विनियामक और विकास प्राधिकरण (आईआरडीए) में डा. संजीव मिश्रा, सचिव, व्यय विभाग, वित्त मंत्रालय के स्थान पर तत्काल प्रभाव से अगले आदेशों तक, अंशकालिक सदस्य के रूप में नियुक्त करती है।

[फा.सं. 11/6/2003-बीमा-III]

वी. पी. भारद्वाज, निदेशक

New Delhi, the 27th November, 2007

S.O. 3394.—In exercise of the powers conferred by Section 4 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999), the Central Government hereby appoints Shri Pradeep Kumar, Secretary, Department of Disinvestment, Ministry of Finance as Part-time Member of the Insurance Regulatory and Development Authority (IRDA) vice Dr. Sanjiv Misra, Secretary, Department of Expenditure, Ministry of Finance with immediate effect until further orders.

[F. No. 11/6/2003-Ins. III]

V.P. BHARDWAJ, Director

(राजस्व विभाग)

केन्द्रीय आर्थिक आसूचना ब्यूरो

(कोफेपोसा अनुभाग)

आदेश

नई दिल्ली, 22 नवम्बर, 2007

का.आ. 3395.—अतः संयुक्त सचिव, भारत सरकार जिन्हें विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उप-धारा (1) के अन्तर्गत विशेष रूप से शक्ति प्रदान की गई है, ने उक्त उप-धारा के अधीन आदेश फाइल सं. 673/03/2007-सी.यू.एस. 8, दिनांक 16-10-2007 को जारी किया और यह निर्देश दिया कि श्री मुख्तार आलम, सुपुत्र मैफूज आलम, निवासी-39 डी, इफ्फालपुर लेन, खिदरपुर, कोलकाता-700023 को निरुद्ध कर लिया जाए और प्रेसिडेंसी कारागार, कोलकाता में अभिरक्षा में रखा जाए ताकि उन्हें भविष्य में चीजों की तस्करी करने से रोका जा सके।

2. अतः केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या स्वयं को छिपा रखा है जिससे यह आदेश निष्पादित नहीं किया जा सकता।

3. अतः अब उक्त अधिनियम की धारा 7 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा पूर्वोक्त व्यक्ति को यह निर्देश देती है कि वह शासकीय राजपत्र में इस आदेश के प्रकाशित होने के 7 दिन के भीतर पुलिस महाप्रबंधक, पश्चिम बंगाल, राईटर्स बिल्डिंग, कोलकाता के सम्मुख उपस्थित हो।

[फा.सं. 673/03/2007-सि.यू.एस.-VIII]

ए.के. बरुआ, उप सचिव

(Department of Revenue)

CENTRAL ECONOMIC INTELLIGENCE BUREAU

(COFEPOSA UNIT)

ORDER

New Delhi, the 22nd November, 2007

S.O. 3395.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of Section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/03/2007-Cus. VIII, dated 16-10-2007 under the said sub-section directing that Shri Muktar Alam, son of Shri Maifooz Alam, R/o 39D, Ekbalpur Lane, Kidderpore, Kolkata be detained and kept in custody in Presidency Jail, Kolkata with a view to preventing him from smuggling goods in future.

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or has been concealing himself so that the order cannot be executed;

3. Now, therefore, in exercise of the powers conferred by Clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Director General of Police, Govt. of West Bengal, Writers Building, Kolkata within 7 days of the publication of this order in the Official Gazette.

[F. No. 673/03/2007-Cus. VIII]

A. K. BARUA, Dy. Secy

कार्यालय मुख्य आयकर आयुक्त

जयपुर, 19 नवम्बर, 2007

सं. 06/2007-08

का.आ. 3396.—आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43वां) की धारा 10 के खण्ड (23 सी) की उपधारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य आयकर आयुक्त, जयपुर एतद्वारा निर्धारण वर्ष 2005-06 एवं आगे के लिए कथित धारा के उद्देश्य से “श्री बालाजी शिक्षा समिति, जयपुर” को स्वीकृति देते हैं।

बशर्ते कि समिति आयकर नियम 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 की धारा 10 के उपखण्ड (23 सी) की उपधारा (vi) के प्रावधानों के अनुरूप कार्य करे।

[क्र. मुआआ/अआआ/(समन्वय)/जय/10(23सी)/(vi)20/2007-08/3714]

एस.सी. कपिल, मुख्य आयकर आयुक्त

OFFICE OF THE CHIEF COMMISSIONER OF INCOME TAX

Jaipur, the 19th November, 2007

No.06/2007-08

S.O. 3396.—In exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax, Jaipur hereby approves “Shri Balaji Shiksha Samiti, Jaipur” for the purpose of said section for the A.Y. 2005-06 and onwards.

Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

[No. CCIT/JPR/Addl. CIT(Coord.)/10(23C)/(vi)/2007-08/3714]

S.C. KAPIL, Chief Commissioner of Income-tax

जयपुर, 23 नवम्बर, 2007

सं. 07/2007-08

का.आ. 3397.—आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43 वां) की धारा 10 के खण्ड (23 सी) की उपधारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य आयकर आयुक्त, जयपुर एतद्वारा निर्धारण वर्ष 2004-05 से 2006-07 के लिए कथित धारा के उद्देश्य से “अरुण शान्ति एजुकेशन ट्रस्ट, जयपुर” को स्वीकृति देते हैं।

बशर्ते कि समिति आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 की धारा 10 के उपखण्ड (23 सी) की उपधारा (vi) के प्रावधानों के अनुरूप कार्य करे।

[क्र. मुआआ/अ आ आ/(समन्वय)/जय/10(23सी)/(vi)/2007-08/3795]

एस.सी. कपिल, मुख्य आयकर आयुक्त

Jaipur, the 23rd November, 2007

No.07/2007-08

S.O. 3397.—In exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax, Jaipur hereby approves “Arun Shanti Education Trust, Jaipur” for the purpose of said section for the A.Y. 2004-05 to 2006-07.

Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

[No. CCIT/JPR/Addl. CIT(Coord.)/10(23C)/(vi)/2007-08/3795]

S.C. KAPIL, Chief Commissioner of Income-tax

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 20 नवम्बर, 2007

का.आ. 3398.—केन्द्र सरकार ने भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खण्ड (क) के अनुसरण में और हरियाणा सरकार से परामर्श करने के बाद डा. सिहाग कमलवीर सिंह, पुत्र श्री गणपत राम सिहाग, मकान नं. 944, सेक्टर 8, पंचकुला को इस अधिसूचना के जारी होने की तारीख से 20-04-2008 तक भारतीय आयुर्विज्ञान परिषद् के सदस्य के रूप में मनोनीत किया है :-

अतः अब उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138 में निम्नलिखित और संशोधन करती है, अर्थात् :-

उक्त अधिसूचना में "धारा 3 की उपधारा (1) के खण्ड (क) के अधीन मनोनीत" शीर्षक के अंतर्गत क्रम संख्या 16 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएंगी; अर्थात् :-

"16. डा. सिहाग कमलवीर सिंह

हरियाणा सरकार"

पुत्र श्री गणपत राम सिहाग

मकान नं. 944, सेक्टर 8

पंचकुला,

[संख्या वी-11013/2/2007-एमई (निति-1)]

एस.के. मिश्रा, अवर सचिव

MINISTRY OF HEALTH & FAMILY WELFARE

New Delhi, the 20th November, 2007

S.O. 3398.—Whereas the Central Government, in pursuance of clause (a) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) and in consultation with the Government of Haryana have nominated **Dr. Sihag Kamalveer Singh, S/o Shri Ganpat Ram Sihag, H. No. 944, Sector-8, Panchkula** to be a member of the Medical Council of India with effect from date of issue of this notification upto 20-04-2008.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated the 9th January, 1960, namely:—

In the said Notification, under the heading, "Nominated under clause (a) of sub section (1) of section 3", for serial number 16 and the entries thereto, the following entries shall be substituted, namely:—

"16. Dr. Sihag Kamalveer Singh

Government of Haryana"

S/o Shri Ganpat Ram Sihag

H. No. 944, Sector-8

Panchkula

[No. V.-11013/2/2007-ME (P-I)]

S. K. MISHRA, Under Secy.

पर्यावरण और वन मंत्रालय

(वन्यजीव-1 अनुभाग)

नई दिल्ली, 9 जुलाई, 2007

का.आ. 3399.—कर्मचारी चयन आयोग की सिफारिश पर, वन्यजीव निरीक्षक (वर्ग 'ख' अराजपत्रित) के रूप में (5500-9000 रु.) के वेतनमान में पर्यावरण और वन मंत्रालय में निम्नलिखित अधिकारियों को 14 मई, 2007 (पूर्वाहन) से नियुक्त किया जाता है।

1. श्री माधिवनन ए.

2. श्री बलबीर सिंह खाटी

[सं. 2-4/2000-डब्ल्यू एल)]

प्रमोद कृष्णन, संयुक्त निदेशक

MINISTRY OF ENVIRONMENT AND FORESTS

(Wildlife-I Section)

New Delhi, the 9th July, 2007

S.O. 3399.—On the recommendation of the Staff Selection Commission the following Officers are appointed as Wildlife Inspector (Group 'B' Non-Gazetted) in the pay scale of (Rs. 5500-9000) in the Ministry of Environment and Forests w.e.f. 14th May, 2007 (F.N.):

1. Shri Madhivanan A.

2. Shri Balbeer Singh Khati

[No. 2-4/2000-WL.]

PRAMOD KRISHNAN, Jt. Director

संचार और सूचना प्रौद्योगिकी मंत्रालय

(डाक विभाग)

नई दिल्ली, 20 नवम्बर, 2007

का. आ. 3400.—राजभाषा नियम (संघ के शासकीय प्रयोजन के लिए प्रयोग) 1976 के नियम-10 के उप नियम (4) के अनुसरण में केन्द्र सरकार, डाक विभाग के अधीनस्थ कार्यालयों को जिसके 80 प्रतिशत कर्मचारी (ग्रुप घ कर्मचारियों को छोड़कर) ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

कार्यालयों का नाम

1. कार्यालय मुख्य पोस्टमास्टर जनरल, जम्मू एवं कश्मीर सर्किल, जम्मू-180001
2. कार्यालय प्रवर अधीक्षक डाकघर, जम्मू प्रखंड, जम्मू-180015
3. अधीक्षक, डाक वस्तु भंडार, जम्मू-180012
4. निदेशक, डाक लेखा कार्यालय, रेल हेड, जम्मू-180012
5. अधीक्षक, डाकघर, उधमपुर प्रखण्ड, उधमपुर-182101
6. गद्दी उप डाकघर, उधमपुर प्रखण्ड, उधमपुर-182121
7. रियासी उप डाकघर, उधमपुर प्रखण्ड, उधमपुर-182311
8. रामनगर उप डाकघर, उधमपुर प्रखण्ड, उधमपुर-18122
9. दयालाचक उप डाकघर, उधमपुर प्रखण्ड, उधमपुर-184144

[फा. सं. 11017-1/2007-रा.भा.]

स. क. चक्रवर्ती, उप महानिदेशक (स्थापना एवं राजभाषा)

MINISTRY OF COMMUNICATIONS AND IT

(Department of Posts)

New Delhi, the 20th November, 2007

S. O. 3400.—In pursuance of Rule 10(4) of the Official Language (use for official purposes of the Union) Rule 1976, the Central Government hereby notifies the following Subordinate Offices of the Department of Posts where 80 percent staff has acquired the working knowledge of Hindi :—

Sl. No. Name of Office

1. C/o Chief Postmaster General, J&K Circle, Jammu-180001
2. C/o Senior Superintendent of Post Offices, Jammu Division, Jammu-180015
3. Superintendent Stores Depot, Jammu-180012
4. Director Postal Accounts, Rail Head, Jammu-180012
5. Superintendent of Post Office, Udhampur Division, Udhampur-182101

6. Sub Post Office Garhi, Udhampur Division, Udhampur-182121
7. Sub Post Office Riasi, Udhampur Division, Udhampur-182311
8. Sub Post Office Ramnagar, Udhampur Division, Udhampur-182122
9. Sub Post Office Dyalachak, Udhampur Division, Udhampur-184144

[F.No. 11017-1/2007-OL]

S.K. CHAKRABARTI, Dy. Director General (Estt. & OL)

नई दिल्ली, 20 नवम्बर, 2007

का. आ. 3401.—राजभाषा नियम (संघ के शासकीय प्रयोजन के लिए प्रयोग) 1976 के नियम-10 के उप नियम (4) के अनुसरण में केन्द्र सरकार, डाक विभाग के अधीनस्थ कार्यालयों को जिसके 80 प्रतिशत कर्मचारी (ग्रुप घ कर्मचारियों को छोड़कर) ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

कार्यालयों का नाम

1. प्रबंधक, आर.एल.ओ. का कार्यालय कोलकाता-700001
2. पोस्टमास्टर जनरल, दक्षिण बंगाल क्षेत्र का कार्यालय-700012
3. निदेशक, विदेश डाक का कार्यालय, कोलकाता-700001
4. अधीक्षक, डाक वस्तु भंडार का कार्यालय, कोलकाता-700002

[फा. सं. 11017-1/2007-रा.भा.]

स. क. चक्रवर्ती, उप महानिदेशक (स्थापना एवं राजभाषा)

New Delhi, the 20th November, 2007

S. O. 3401.—In pursuance of Rule 10(4) of the Official Language (use for official purposes of the Union) Rule 1976, the Central Government hereby notifies the following Subordinate Offices of the Department of Posts where 80 percent staff has acquired the working knowledge of Hindi :—

Sl. No. Name of Office

1. Manager, R.L.O. Kolkata-700001
2. Postmaster General O/o South Bengal Region-700012
3. Director, Office of the Foreign Posts, Kolkata-700001
4. Office of the Supdt. Postal Store Depot, Kolkata-700002

[F.No. 11017-1/2007-OL]

S.K. CHAKRABARTI, Dy. Director General (Estt. & OL)

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 23 नवम्बर, 2007

का. आ. 3402.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि अनुसूची में दिये गये मानक(कों) में संशोधन किया गया/किये गये है :—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 9009 : 1992-ढलाई शाला क्रोड तेल-विशिष्ट (पहला पुनरीक्षण)	संशोधन संख्या 1 अप्रैल, 2007	30 अप्रैल, 2007

इन संशोधनों की प्रतियां भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ: एमटीडी 14/टी-106]

तिथि: 23-11-2007

डा. (श्रीमति) स्नेह भाटला, वैज्ञानिक एफ एवं प्रमुख (एमटीडी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 23rd November, 2007

S. O. 3402.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl No.	No. and Year of the Indian Standard (s) amendment(s)	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 9009 : 1992 Foundry Core Oils—Specification (First Revision)	Amendment No. 1 April, 2007	30 April, 2007

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and its Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref. : MTD 14/T-106]

Date : 23-11-02007

Dr. (Mrs.) SNEH BHATLA, Scientist 'F' & Head (Met Engg.)

नई दिल्ली, 19 नवम्बर, 2007

का. आ. 3403.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक(कों) में संशोधन किया गया/किये गये हैं :-

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 2818 (भाग 3) : 1971	संशोधन संख्या 4, अक्टूबर, 2007	अक्टूबर, 2007
2.	आई एस 13272 : 1992	संशोधन संख्या 1, अक्टूबर, 2007	अक्टूबर, 2007

इस संशोधन की प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध है।

[संदर्भ: टीएक्सडी/जी-25]

एम. एस. वर्मा, निदेशक एवं प्रमुख (टीएक्सडी)

New Delhi, the 19th November, 2007

S. O. 3403.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 2818 (Part 3): 1971	Amendment No. 4, October, 2007	October, 2007
2.	IS 13272: 1992	Amendment No. 1, October, 2007	October, 2007

Copy of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and its Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref.: TXD/G-25]

M. S. VERMA, Director & Head (Textiles)

नई दिल्ली, 19 नवम्बर, 2007

का. आ. 3404.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा. भाग संख्या	अनुभाग	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	7781594	28-09-2007	कुंदन ज्वैलर्स, 7, नया बाजार, खडकी, पुणे-411003	स्वर्ण और स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता और मुहरांकन	1417		1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
2.	7781695	28-09-2007	प्राची इंडस्ट्रीयल इंटर-प्राइजेज, सर्वे नं. 14/3, आनंद इंडस्ट्रीयल इस्टेट, आनंदनगर भोसरी, जिला पुणे-411026	सिंचाई उपकरण छानने का यंत्र शोधक प्रकार का	12785			1994
3.	7782293	01-10-2007	चिंतामणी सराफ 1068, मैन रोड जामखेड, अहमदनगर-413201	स्वर्ण और स्वर्ण मिश्रधातुएं, अभूषण/शिल्पकारी-शुद्धता और मुहरांकन	1417			1999
4.	7782903	03-10-2007	महावीर पाइप इंडस्ट्रीज प्लॉट नं. सी-30, सूपा एम आय डी सी तालुका, पारनेर जिला, अहमदनगर-414301	यूपीवीसी पाइप मिट्टी एवं अपशेष निकास प्रणाली बाहरी और आंतरिक भवनों के लिए वायु संचार तथा वर्षा जल प्रणाली सहित	13592			1992
5.	7783093	05-10-2007	ओंकार वायर प्रॉडक्ट्स प्लॉट नं. 11, सर्वे नं. 77/7, दंगत बस्ती, वारजे माल-वाडी रोड गांव शिवने, तालुका हवेली, जिला पुणे-411023	1100 वोल्ट सहित और इस कार्यकारी वोल्टेज तक के लिए पीवीसी इंसुलीकृत	694			1990
6.	7776403	28-09-2007	गंगोत्री बेवरेजेज बैंक कालोनी, कौथा रोड, बस्मत नगर, जिला हिंगोली-431512	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543			2004
7.	7786406	16-10-2007	सरस्वती स्टील इंडस्ट्रीज, डी-63, एडीशनल एम आयडीसी, जालना-431203	कांक्रीट रीइन्फोर्समेंट के लिए उच्च शक्ति विरूपित स्टील की छड़ें व तारें	1786			1985
8.	7786507	16-10-2007	शिवशक्ति री-रोलिंग मिल्स प्राइवेट लिमिटेड, प्लॉट नं. सी-60/63, एडीशनल एमआयडीसी, जिला जालना-431203	कांक्रीट रीइन्फोर्समेंट के लिए उच्च शक्ति विरूपित स्टील की छड़ें व तारें	1786			1985
9.	7787004	17-10-2007	एस वी बुरहाडे फुटेन लेन गंज बाजार अहमदनगर-414001	स्वर्ण और स्वर्ण मिश्रधातुएं, अभूषण/शिल्कारी-शुद्धता और मुहरांकन	1417			1999
10.	7788915	19-10-2007	ऐश्वर्या ज्वैलरी 2491, दर्शन मंडप, पंढरपुर-413304 जिला सोलापुर	स्वर्ण और स्वर्ण मिश्रधातुएं, अभूषण/शिल्कारी-शुद्धता और मुहरांकन	1417			1999

[सं.: सीएमडी 13: 11]

ए. के. तलवार, उप-महानिदेशक (मुहर)

New Delhi, the 19th November, 2007

S. O. 3404.—In pursuance of Sub-regulation (5) of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule.

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name & Address of the Party	Title of the Standard	IS No.	Part	Section	Year
1	2	3	4	5	6	7	8	9
1.	7781594	28-9-2007	Kundan Jewellers 7, New Bazar Khadki Pune-411003	Gold and gold alloys, Jewellery/artefacts- Fineness and marking	1417			1999
2.	7781695	28-9-2007	Prachi Industrial Enterprises S.No. 14/3 Anand Industrial Estate Anandnagar Bhosari District Pune-411026	Irrigation Equipment- Strainer type Filters	12785			1994
3.	7782293	1-10-2007	Chintamani Saraf 1068, Main Road Jamkhed Ahmednagar-413201	Gold and gold alloys, Jewellery/artefacts- Fineness and marking	1417			1999
4.	7782903	3-10-2007	Mahavir Pipe Industries Plot No. C-30 Supa MIDC Taluka Parner District Ahmednagar-414301	UPVC pipes for soil and waste discharge systems for inside and outside buildings including ventilation and rain water system	13592			1992
5.	7783093	5-10-2007	Omkar Wire Products Plot No. 11, S.No. 77/7 Dangat Wasti Warje Malwadi Road, Village Shivne Taluka Haveli District Pune-411023	PVC insulated cables for working voltages upto and including 1100 V	694			1990
6.	7776403	28-9-2007	Gangotri Beverages Bank Colony, Kautha Road, Basmatnagar District Hingoli-431512	Packaged drinking water (Other than packaged natural mineral water)	14543			2004
7.	7786406	16-10-2007	Saraswati Steel Industries D-63, Addl. MIDC Jalna-431203	High strength deformed steel bars and wires for concrete reinforcement	1786			1985
8.	7786507	16-10-2007	Shiv Shakti Re-Rolling Mills Pvt. Ltd., Plot No. C-60/63 Addl. MIDC District Jalna-431203	High strength deformed steel bars and wires for concrete reinforcement	1786			1985
9.	7787004	17-10-2007	S.V. Burhade Futane Lane, Ganj Bazar Ahmednagar-414001	Gold and gold alloys, jewellery/artefacts- Fineness and marking	1417			1999
10.	7788915	19-10-2007	Aaishwaraya Jewellery 2491, Darshan Mandap Pandharpur-413304 District Solapur	Gold and gold alloys, jewellery/artifacts- Fineness and marking	1417			1999

[No. CMD/13 :11]

A. K. TALWAR, Dy. Director-General (Marks)

नई दिल्ली, 20 नवम्बर, 2007

का. आ. 3405.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

अक्टूबर, 2007 में स्वीकृत किये गये अनुज्ञप्ति

क्रम संख्या	लाइसेंस संख्या	लाइसेंस का नाम तथा पता	उत्पाद का नाम तथा आई एस	अनुज्ञप्ति स्वीकृत करने की तिथि
1	2	3	4	5
1.	7782596	बालाजी फाइबर रेनिफोर्स प्रा. लि., सर्वे नंबर 293-1 तथा 2, सकारदा भादरवा रोड, पौड़चा क्रसिंग के पास गाँव पौड़चा वडोदरा-391780	ग्लास फाइबर रेनिफोर्सड प्लास्टिक जी आर पी पाइप जयांट तथा फिटिंग फार यूस फार पोटेबल वाटर आई एस 12709 : 1994	1-10-2007
2.	7782697	श्री गोर्वधन ज्वेलर्स, जी एफ/9, वी आई पी न्यू काम्पलैक्स, वी आई पी रोड, बड़ौदा-380018	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	1-10-2007
3.	7783501	स्वागत इंडस्ट्रीज, बी 25, प्रकाश इंडस्ट्रियल एस्टेट, रीटा नगर के पास, वस्त्रल रोड, अमराईवाडी, अहमदाबाद-380026	ओपनवैल सबमर्सिबल पम्पसेट आई एस 14220 : 1994	4-10-2007
4.	7783905	प्रभुदास ज्वैलर्स, जी 10, हरिबा व्यापार भवन, जी पी ओ रोड, आनंद-388001	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	4-10-2007
5.	7783703	चोकसी बालमुकंद अमनादास तथा ब्रदर्स, 2365/66, रानीना हजिरा के पास, मानेक चौक, अहमदाबाद-380001	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	4-10-2007
6.	7784297	शहरावाला ज्वैलर्स, एक बाटी देवगधबारिया के सामने, डिस्ट्रिक्ट दालोद-389380	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	5-10-2007
7.	7784301	जे के टैक्स फार्मा, ई-11, रश्मि फ्लैट, उमासुट फ्लैट के सामने, वासना, अहमदाबाद-380007	हैंडलूम काटन गाज, एबसारबैंट नान स्टिरलाइज़्ड, आई एस 758 : 1988	9-10-2007
8.	7782394	लाभ इंजीनियर्स, 5, शुभ एस्टेट, विजय एस्टेट के सामने, ओमकार मिल के पास, चार रस्ता, मैमको, नरोडा रोड, अहमदाबाद-380025	सबमर्सिबल पम्पसेट आईएस 8034 : 2002	01-10-2007
9.	7782495	सहजानंद इंडस्ट्रीज, 32, यमुना एस्टेट, जामफलवाडी रोड, सी टी एम मिल के पीछे, रेवाभाई स्टेट, अहमदाबाद-380026	ओपनवैल सबमर्सिबल पम्पसेट आई एस 14220 : 1994	01-10-2007
10.	7784806	ऋणाल ज्वैलर्स, सी 325, सुपरमाल, लाल बंगला के पास, सी जी रोड, अहमदाबाद	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	10-10-2007

1	2	3	4	5
11.	7784907	आदिनाथ ज्वैलर्स, शॉप नंबर 13, हरिओम आश्रम के सामने, पोस्ट आफिस के पीछे, काठवाडा रोड, नरोडा गाम, अहमदाबाद-382 330	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	10-10-2007
12.	7785097	मधुकर ज्वैलर्स, चोकसी बाजार, देहगाम, गांधी नगर-382 305	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	10-10-2007
13.	7785101	धरेना, 11, गुलाब टावर काम्पलैक्स, थलतेज, अहमदाबाद-380 054	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	10-10-2007
14.	7785303	प्राईमा इंजिनियर्स, 11 करुणानगर एस्टेट, सोनिया सिरामिक्स, अनिल स्टार्च मिल रोड, नरोडा रोड, अहमदाबाद-380 025	सबमर्सिबल पम्पसेट आई एस 8034 : 2002	15-10-2007
15.	7786608	श्री हरि ज्वैलर्स, विट्ठलेश शॉपिंग सेंटर, स्टेशन रोड, हाई स्कूल के पास, मोडल्लिंग, साबरकांटा-383315	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	16-10-2007
16.	7787105	अतुल चैन तथा आरनामैट 67, डी/एफ ध्यानची पोल ना नाके एम जी हवेली रोड, मानेक चौक, अहमदाबाद	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	16-10-2007
17.	7787206	कला ज्वैलर्स, प्लॉट नंबर 201/2, डिस्ट्रिक्ट शॉपिंग सेंटर, सेक्टर 21, गांधीनगर	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	15-10-2007
18.	7787307	ईश्वरकृपा गोल्ड पैलेस, 5 शिवमई काम्पलैक्स, महाकाली मंदिर के पास, शोला रोड, भुंयगदेव, नारायणापुरा, अहमदाबाद	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	16-10-2007
19.	7789715	ईइहमकन्द्र ज्य, इय- इयए ई 18, मनहर नगर : शॉपिंग सेक्टर, खोडियार नगर, बापू नगर, अहमदाबाद	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	24-10-2007
20.	7789816	राधाकृष्णा ज्वैलर्स, 10/37, टावर बाजार, अशोक स्तम्भ के पास, चौकसी बाजार, आनंद-388 001	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	24-10-2007
21.	7790090	श्री कृष्णा ज्वैलर्स, 8 कालिंदी शॉपिंग सेंटर, के के नगर क्रास रोड के पास, घाटलोडिया, अहमदाबाद	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	24-10-2007
22.	7789614	सुकुन ज्वैलर्स, ई 18, मनहरनगर शॉपिंग सेंटर, खोडियार नगर, बापू नगर, अहमदाबाद	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 2112 : 2003	24-10-2007

1	2	3	4	5
23.	7789917	एन सी ज्वैलर्स, पटेलवाडा, गोधरा, पंचमहल-389 001	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	24-10-2007
24.	7790696	दोषी मफतलाल तथा शांतिलाल एंड कम्पनी, शराफ बाजार, गोधरा, पंचमहल-389 001	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	24-10-2007
25.	7790902	मधुकर ज्वैलर्स, चौकसी बाजार, देहगाम, गांधीनगर-382 305	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 : 1999	26-10-2007
26.	7790797	मेनपारा पम्पस, मेनपारा कर्मशाल सैन्टर, वानथली दरवाजा, एस टी रोड, जुनागढ़-362 001	सवमर्सिबल पम्पसैट आई एस 8034 : 2002	26-10-2007

[सं.: सीएमडी 13: 11]

ए. के. तलवार, उपमहानिदेशक (मुहर)

New Delhi, the 20th November, 2007

S. O. 3405.—In pursuance of sub-regulation (5) of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following Schedule :

SCHEDULE**LICENCE GRANTED FOR THE MONTH OF OCTOBER, 2007**

S.No.	Licence No.	Licensee Name	Product & IS No.	Date of GOL
1	2	3	4	5
1.	7782596	Balaji Fiber Reinforce P. Ltd., Survey No. 293-1 & 2 Sakarda Bhadarva Road Near Poicha Crossing Village-Poicha (Khandi) Vadodara-391780	Glass-fibre reinforced plastic (GRP) pipes joints and fittings for use for potable water supply 12709 : 1994	1-10-2007
2.	7782697	Shree Goverdhan Jewellers GF/9 VIP View Complex VIP Road Vadodara-380018	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking IS 1417 : 1999	1-10-2007
3.	7783501	Swagat Industries, B-25, Prakash Ind. Estate, NR. Rita Nagar, Vastral Road, Amaraiwadi Ahmedabad-380026	Openwell Submersible Pumpsets IS 14220 : 1994	4-10-2007
4.	7783905	Prabhudas Jewellers G-10 Hariba Vyapar Bhavan G.P. O. Road Anand-388001	Gold and Gold Alloys, Jewellery/Artefacts- Fineness And Marking IS 1417 : 1999	4-10-2007
5.	7783703	Choksi Balmukund Jamnadas & Brothers 2365/66 Near Ranina Hajira Manek Chowk, Ahmedabad 380 001	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking IS 1417 : 1999	4-10-2007

1	2	3	4	5
6.	7784297	Shahera Wala Jewellers Opp. Aek Batti, Devgadbaria Distt. Dahod-389 380	Gold and Gold alloys, Jewellery/Artefacts- Fineness and Marking IS 1417:1999	5-10-2007
7.	7784301	J.K. Tex Pharma E-11, Rashmi Flat, Opp Umasut Flat, Vasna, Ahmedabad-380 007	Handloom Cotton Gauze, Absorbent, Non-Sterilized 758:1988	9-10-2007
8.	7782394	Labh Engineers 5, Shubh Estate, Opp. Vijay Estate Near Omkar Mill Char Rasta MEMCO Naroda Road Ahmedabad-380 025	Submersible Pumpsets 8034:2002	1-10-2007
9.	7782495	Sahajanand Industries 32, Yamuna Estate, Jamfal Wadi Road, B/H, C.T.M. Mills, Revabhai Estate, Ahmedabad-380 026.	Openwell Submersible Pumpsets 14220:1994	1-10-2007
10.	7784806	Krunal Jewellers C-325, Super Mall Near Lal Bungalows C.G. Road Ahmedabad	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking IS1417:1999	10-10-2007
11.	7784907	Adinath Jewellers Shop 13, Opp. Hariom Ashram B/H Post Office Kathwada Road Naroda Gam Ahmedabad-382 330	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking IS 1417:1999	10-10-2007
12.	7785097	Madhukar Jewellers Choksi Bazar Dehgam Gandhi Nagar-382 305	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking IS 1417:1999	10-10-2007
13.	7785101	Gharena 11, Gulab Tower Complex, Thaltej Ahmedabad-380 054	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking IS 1417:1999	10-10-2007
14.	7785303	Prima Engineers 11, Karunasagar Estate, Opp. Soniya Ceramic, Anil Starch Mill Road, Naroda Road, Ahmedabad-380 025	Submersible Pumpsets IS 8034:2002	15-10-2007
15.	7786608	Shri Hari Jewellers Vitthalesh Shopping Centre, Bus Station Road, Near High School, Modasa Sabarkantha-383 315	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking IS 1417:1999	16-10-2007

1	2	3	4	5
16.	7787105	Atul Chains & Ornaments 67 G/F Ghanchi Pole Na Nake M.G. Haveli Road, Manek Chowk, Ahmedabad	Gold and Gold Alioys, Jewellery/Artefacts- Fineness and Marking IS 1417: 1999	16-10-2007
17.	7787206	Kala Jewellers, Plot No. 201/2, District Shopping Centre Sector 21, Gandhi Nagar	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking IS 1417: 1999	15-10-2007
18.	7787307	Ishwarkrupa Gold Palace A-5 Shivam Complex Near Mahakali Temple Sola Road Bhuyangdev Naranpura, Ahmedabad	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking IS 1417: 1999	16-10-2007
19.	7789715	Sukan Jewellers E/18 Manhara Nagar Shopping Centre Khodiyar Nagar Bapu Nagar, Ahmedabad	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking IS 1417: 1999	24-10-2007
20.	7789816	Radha Krusha Jewellers 10/8/37 Tower Bazar Near Ashok Stambh Choksi Bazar Anand-388 001	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking IS 1417: 1999	24-10-2007
21.	7790090	Shree Krishna Jewellers 8 Kalindi Shopping Centre Near K.K. Nagar, Cross Road Ghatlodia Ahmedabad	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking IS 1417: 1999	24-10-2007
22.	7789614	Sukan Jewellers E/18, Mahar Nagar Shopping Centre, Khodiyar Nagar Bapu Nagar, Ahmedabad	Silver and Silver Alloys, Jewellery/Artefacts- Fineness and Marking IS 2112: 2003	24-10-2007
23.	7789917	N. C. Jewellers Patelvada Godhra Panch Mahal-389 001	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking IS 1417: 1999	24-10-2007
24.	7790696	Doshi Mafatlal & Shantilal & Co., Shroff Bazar, Godhra, Panch Mahal-389 001	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking IS 1417: 1999	24-10-2007
25.	7790902	Madhukar Jewellers Choksi Bazar Dehgam Gandhi Nagar-382 305	Silver and Silver Alloys, Jewellery/Artefacts- Fineness and Marking IS 2112: 2003	26-10-2007
26.	7790797	Menpara Pumps Menpara Commercial Centre, Vanthli Darwaja, S.T. Road, Junagadh-362 001.	Submersible Pumpsets IS 8034: 2002	26-10-2007

[No. CMD/13 :11]

A.K. TALWAR, Dy. Director General (Marks)

नई दिल्ली, 21 नवम्बर, 2007

का. आ. 3406.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उप-विनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिनके विवरण नीचे अनुसूची में दिए गए हैं, को लाइसेंस प्रदान किए गए हैं :

अनुसूची .

क्रम संख्या	लाइसेंस संख्या	वैधता तिथि	पार्टी का नाम एवं पता (कारखाना)	उत्पाद	आइ एस सं./ भाग/खण्ड वर्ष
1	7790801	25-10-2008	विमल इण्डस्ट्रीज, गाला सं. 19, सर्वे सं. 644/2, अगरवाल इण्डस्ट्रीयल इस्टेट, दमण, सोमनाथ यू टी, दमण और दीव 369210	बिजली के घरेलू खाद्य मिक्सर (द्रवीपरक और ग्राइंडर)	4250 : 1980
2	7785202	11-10-2008	मेटलर टोलेडो इंडिया प्रा. लि., अमर हिल, साकी विहार रोड, पवई, मुंबई-400 072	इलेक्ट्रॉनिक वजन काँटा पद्धति-भाग 3 अपेक्षाएँ	9281 : भाग 3 : 1981

[सं. सी एम डी/13: 11]

ए. के. तलवार, उपप्रमहानिदेशक (प्रमाणन)

New Delhi, the 21st November, 2007

S. O. 3406.—In pursuance of Sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule.

SCHEDULE

Sl. No.	Licence No.	Validity Date	Name and Address (factory) of the Party	Product	IS No./Part/Sec. Year
1	7790801	25-10-2008	M/s. Vimal Industries, Gala No. 19, Survey No. 644/2, Agarwal Indl. Estate Daman Somnath (U.T.) Daman & Diu 369210	Specification for Domestic Electric Food-Mixers (Liquidizes and Grinders)	4250 : 1980
2	7785202	11-10-2008	Mettler Toledo India Pvt. Ltd. Amar Hill, Saki Vihar Road, Powai, Mumbai-400072	Specification for Electronic Weighing Systems—Part 3 Requirements	9281 : Part 3 : 1981

[No. CMD/13 : 11]

A.K. TALWAR, DDG(M)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 21 नवम्बर, 2007

का.आ. 3407—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्य प्रदेश में मांगल्या (इन्दौर) संस्थापन से हरियाणा राज्य में पियाला तथ दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा एक विस्तार-पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50), की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिये उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्रीमति भगवती जेठवानी, सक्षम प्राधिकारी, मुम्बई-मांगल्या पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड, बी-105 इन्द्रा विहार तलवण्डी, कोटा-324005 (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : पिड़ावा जिला : झालावाड़

राज्य : राजस्थान

क्रम संख्या	नाम ग्राम	सर्वे नंबर	क्षेत्रफल हेक्टे. में
1	2	3	4
1	रघुनाथपुरा	583/194	0.0792

[फा. सं. आर.-31015/84/2004-ओ आर-II]

ए. गोस्वामी, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 21st November, 2007

S. O. 3407.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Manglya (Indore) terminal in the State of Madhya Pradesh, an extension pipeline to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi should be laid by Bharat Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-Section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Smt. Bhagwanti Jethwani, competent Authority, Mumbai-Manglya Pipeline Extension Project, Bharat Petroleum Corporation Limited, B-105 Indra Vihar Talwandi, Kota-324005 (Rajasthan).

SCHEDULE

TEHSIL: PIDAWA

DISTRICT: JALAWAR

STATE: RAJASTHAN

Sl. No.	Name of Village	Survey No.	Area in Hectare
1	2	3	4
1	Raghunathpura	583/194	0.0792

[F. No. R-31015/84/2004-OR-II]

A. GOSWAMI, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 5 नवम्बर, 2007

का.आ. 3408.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, असनसोल के पंचाट (संदर्भ संख्या 21/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-11-2007 को प्राप्त हुआ था।

[सं. एल-22012/89/2003-आई आर(सीएम-II)]

अजय कुमार गोड, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 5th November, 2007

S.O. 3408.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the industrial dispute between the management of the Agent, and their workman, received by the Central Government on 5-11-2007.

[No. L-22012/89/2003-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ASANSOL.**

REFERENCE NO. 21 OF 2004

Present : Sri Md. Serfaraz Khan,
Presiding Officer.

Parties : The Agent, Madhavpur Colliery,
Kajora Area of E.C.Ltd.,
Vs.
General Secretary, Koyla Mazdoor
Congress, Gorai mansion, Asansol.

REPRESENTATIVES :

For the Applicant : Shri P.K. Das, Advocate.

For the Opposite Party : Shri S.K. Pandey, General
Secretary,
Koyla Masdoor Congress,
Asansol.

INDUSTRY : COAL STATE : WEST BENGAL
Dated the 12-9-2007.

ORDER

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2 (A) of section 10 of the Industrial Dispute Act, 1947 (14 of 1947). Govt. of India, through the Ministry of Labour vide its letter No. L-22012/89/2003. IR (CM.II) dated 3-2-2004 has been pleased to refer the following dispute for adjudication by this tribunal.

SCHEDULE

“Whether the action of the Management of Madhavpur Colliery under Kajora Area of M/s Eastern Coalfields Limited in dismissing Sri Sibbu Kore, Dumper Driver from services in legal and justified? If not to what relief the workman is entitled?”

After having received the order No. L-22012/89/2003-IR (CM.II) dated 3-2-2004 of the above mentioned reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 21 of 2004 was registered on 22-3-2004 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the Court on date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. Pursuant to the said order notices by the registered post were sent to the parties concerned. Sri P.K. Das, Advocate and Sri S.K. Pandey, General Secretary, of the Union appeared in the Court to represent the Management and the Union respectively. The written statement of behalf of both the parties were filed in support of their respective claims.

In brief compass the case of the Union as set forth in its written statements in that Sh. Shibbu Kora was a permanent employee of the E.C.L working as Driver at Madhavpur Colliery of Eastern Coal Fields Limited. The main case of the Union is that the workman concerned absented himself from his duty w.e.f. 16-12-96 to 19-12-96 due to sickness and after being declared fit the workman was allowed to resume his duty w.e.f. 21-3-97 but unfortunately he again fell ill and was under the treatment of a Medical Practitioner up to 19-6-97. The workman reported for his duty on 20-6-97 with sick Certificate. He was not allowed to resume his duty rather he was charge sheeted vide charge sheet No. MADH/C8/971362 dated 21-6-97 for alleged unauthorised absence which was beyond his control.

The further case of the union is that the workman concerned replied to the charge sheet and appeared before the enquiry officer. He has also submitted all his treatment papers for the perusal of the enquiry officer. Though the workman concerned had given sufficient documents no prove his sickness during the relevant period mentioned in the said charge-sheet, but the enquiry officer deliberately proved the charges as alleged in the charge sheet.

It is also the case of the union that the workman concerned was dismissed from the services of the company w.e.f. 21-8-98 by the Management without issuing a Second Show Cause notice to the workman concerned. The dismissal of the workman by the Management is also claimed to be illegal and unjustified. The union has sought the relief that the order of the dismissal be set aside and he may be reinstated with full back wages and with all consequential benefits.

On the other hand the defence case of the Management in brief as per the averments made in the written statements is that the very reference as referred to by the appropriate govt. for adjudicating the dispute, with regard to the dismissal of Sibbu Kora is bad in the eyes of Law.

The main defence of the management is that the workman concerned absented from his duty unauthorisedly with effect from 16-12-96 to 19-6-97 without any prior permission, sanctioned Leave and as such he was charge sheeted by the Manager, Madhavpur Colliery vide charge sheet dated 21-6-97 under the Clause 17 (1) (N) of the

Modern Standing Order applicable to the establishment. And a domestic enquiry was held into the said charge sheet by an independent enquiry officer where in the ex-worker fully participated and he was given all reasonable opportunities to defend his case in accordance with the Principles of natural justice.

It is also the defence of the Management that the enquiry officer after concluding of his enquiry proceeding held the charge sheeted workman to be guilty for the charge as framed and he submitted his enquiry report to the appropriate authority and the disciplinary Authority after careful considerations of the charge sheet, enquiry proceeding, enquiry report and other connected papers, was fully satisfied with the same and awarded the punishment of dismissal of the concerned workman from his service vide order of dismissal dated 21-1-98 in accordance with the gravity of misconduct.

The absence of the workman concerned during the relevant period due to sickness pleaded in para 3 of the W.S. of the union is claimed to be false and the same is totally denied. It is further denied that the punishment awarded to the workman is disproportionate harsh and the same is illegal or unjustified. In view of the aforesaid facts of the pleading the management has prayed to declare the punishment of dismissal justified and proper and the union is not entitled seek any relief as prayed for.

In view of the pleadings of both the parties and the materials available on the record I find certain facts which are admitted one. So before entering into the discussion of the merit of the case I would like to mention those facts which are directly or indirectly admitted by the parties.

It is the admitted fact that the delinquent employee Shri Shibu Kora was the permanent employee of the company working as a driver of Madhavpur Colliery of E.C.L. who was charge sheeted by the Management on 21-6-97 for his unauthorised absence under clause 17 (1) (N) of the Model Standing Order applicable to the establishment.

It is further admitted fact that the workman concerned was absent from his duty w.e.f. 16-12-96 to 19-6-97 without any prior permission, sanctioned leave or without any information to the management for which a domestic enquiry was held in which the delinquent workman admittedly participated in the enquiry proceeding after submitting the explanation to the charge sheet and subsequently the enquiry report was submitted to the disciplinary Authority holding the workman concerned guilty under clause 17(1) (N) of the Model Standing Order applicable to the establishment.

It is also admitted fact that in the basis of enquiry proceeding along with its report the workman concerned was dismissed from his service w.e.f. 21-8-98. It is further clear from the charge sheet that the delinquent employee was charge sheeted for an authorised absence w.e.f. 16-12-96 and there is no change of habitual absenteeism against the workman concerned.

It is further clear from the record and the enquiry report that the workman concerned was sick during the relevant period in issue and was under the treatment of the private doctor and the xerox copies of the required medical

certificates was produced before the enquiry officer during the enquiry proceeding which was not challenged by the management. So it would be deemed to be authentic.

It is the settled principles of law that the facts admitted need not be proved. Since these all facts are admitted one so I do not think proper to discuss the same in detail.

On perusal of the record it transpires that on 22-6-05 a hearing on the preliminary post was made. The validity and fairness of the enquiry proceeding was not challenged by the side of the union and accordingly the enquiry proceeding was held to be valid and fair and as such the date for hearing of the dispute on merit was fixed which was taken up for final hearing on 19-10-05 and after concluding the hearing the award was kept reserved for order.

In view of the pleadings of the parties, facts, circumstance and other materials available on the record the following issues were framed on re-cast, for just decision of the case.

(1) Is the reference in hand misconceived one, bad in the eye of law and beyond the scope of the Industrial Dispute Act, 1947?

(2) Is the charge of misconduct of an unauthorised absence as per the provision of Model Standing Order, against the delinquent workman is proved or not?

(3) Is the punishment of dismissal awarded to the workman concerned just, legal, and proportionate to the gravity of the misconduct?

ISSUE NO. 1 : This issue has been taken up first for discussion for the sake of convenience and just decision of the case. The management has taken the plea in para I of its written statement that the instant reference is bad in the eye of law. But the aforesaid facts have not been happily pleaded in the written statement nor it has been mentioned to show as to how far the reference is bad in the eye of law and the same is not legally maintainable. Apart from this it is obvious from the record itself that the aforesaid issue was neither raised nor pressed by the management even during the course of final hearing of the reference. The management has neither examined any oral witness nor tendered even a bit of paper nor any legal point was placed before the Court in support of the plea. As such I do not find any legal defects in the maintainability of the reference and facts of the case very well come under the purview of the Industrial Dispute Act, 1947. The Govt. of India through the Ministry of Labour has rightly referred the dispute to this Tribunal for adjudication and as such the issue is decided against the Management.

ISSUE NO. 2 : This is an important issue and the crux of the reference in hand which may decide finally the fate of the case. From the perusal of the record it transpires that the delinquent workman Shri Shibu Kora had absented himself from his duty w.e.f. 16-12-96 to 19-6-97 for which he was charge sheeted by the management vide charge sheet No. MADH/CS/97/1362 dated 21-6-97 as per the provision of Model Standing Order under clause 17 (1) (N).

It is further clear from the record and the Enquiry proceeding and its report that the workman concerned had received the charge sheet and had actively

participated in the enquiry proceeding. He has categorically admitted in his statement before the enquiry officer that he was bed ridden and there was no adult member in his family to inform the colliery. He could not send any information to the management about his illness and during the said relevant period he was absent from his duty as he was undergoing the treatment by a private doctor and to that effect the xerox copies of the medical certificate was produced before the enquiry officer which fact find support from the enquiry officer in its enquiry report. Besides this the union has nowhere whispered a word in its pleading about sending any information about his sickness to the management. The delinquent employee during his statement before the enquiry officer had pleaded that he may be excused this time and may be permitted to join. The management representative during the enquiry proceeding had supported in his statement the act of the absence of the workman from his duty w.e.f. 16-12-96 to 19-6-97 without any sanctioned leave, permission, information to the concerned authority and accordingly he was held guilty by the enquiry officer in his report about the unauthorised absence without any sanctioned leave and information to the management. Besides this the union has also not challenged the fairness and validity of the enquiry proceeding and admitted that the workman concerned was unauthorisedly absent from his duty during the relevant period under the compelling circumstance. The union has not filed any chit of paper to show that the workman concerned was absent during the relevant period due to his sickness. So it is clear that sufficient opportunities were given to the workman concerned to defend himself during the enquiry proceeding in order to meet the ends of justice.

Having gone through the entire prevailing facts circumstances, enquiry proceeding and the finding of the enquiry officer I find that the delinquent employee was admittedly guilty for the charge levelled against him for an unauthorised absence and the enquiry officer has rightly held him guilty for the misconduct of an unauthorised absence for about six months continuously without any sanctioned leave or prior permission and information to the management, for which the delinquent employee deserves same suitable punishment for the alleged proven misconduct as provided in the Model Standing Officer. As such that issue is decided against the Union.

ISSUE NO. 3 : Now the only point in issue for consideration before the Court is to see as to how far the punishment awarded to the delinquent employee by the management is just, proper and proportionate to the alleged proven nature of misconduct.

Heard the representative of both the parties in detail on the above point in issue. It was argued by the side of the union that it is a simple case of an unauthorised absence for about six months and the absence from duty during the relevant period in question is duly explained and the reason of absence from the duty is sickness which is relevant and satisfactory ground of absence during the relevant period.

It was further submitted that the workman concerned has got unblemish record during his service tenure and at best it is the first offence of the delinquent employee which

has been sufficiently explained and the same go to show the compelling circumstance beyond the control of the workman concerned. It was also submitted during the argument that a simple case of unauthorised absence can not be said to be a gross misconduct and the extreme sorts of penalty can't be imposed upon the workman in such a minor case of alleged misconduct.

The union also submitted that the management has also not charge sheeted the workman for habitual absence nor any chit of paper in this regard has been filed in the Court nor there is any specific pleading in this respect as well. It is also submitted that the enquiry officer has nowhere mentioned in his report that the reason of his absence was not satisfactory meaning there by that the reasons of absence from duty during the period in question was found satisfactory in view of the medical certificate produced before him. The Union also submitted that the workman concerned was suffering from jaundice which is a serious type of disease and fatal for life. In such a prevailing facts and circumstance one is bound to be absent from his duty specially when the life itself is in danger. I find much force in the argument of the union side and I am convinced to hold that the delinquent employee was absent from his duty during the period in question under the compelling circumstance beyond his control.

Perused the provision of the Certified Standing order applicable to the establishment of the company where the extreme punishment prescribed is said to be dismissal as per the gravity of the misconduct and admittedly the misconduct of unauthorised absence from the duty under the compelling circumstance can not be said to be a gross misconduct rather it is a minor nature of misconduct. Beside this it has been several times clearly observed by the different Hon'ble High Court and the Apex Court as well that before imposing a punishment of dismissal it is necessary for disciplinary authority to consider the Socio-economic back ground of the workman, concerned his family back ground, Length of service put in by the employee, his past conduct or record and other surrounding circumstance including the nature of misconduct. These are the relevant factors which must have to be kept in mind by the Authority at the time of imposing the punishment which of course has not been done by the management in this case in order to meet the ends of justice.

The delinquent employee is admittedly on illiterate men of Kora by caste who is the member of the Scheduled Caste and happens to be the member of the weaker section of the society. He is no doubt financially weak and poor who has suffered a lot for about nine years and he had never been gainfully employed anywhere during the period after dismissal as the management has neither pleaded nor tendered any documentary or oral witness in this regard. It is clearly provided under clause 27 (1) (para 15) of the Model Standing Order that various minor punishment are to be awarded to the erring employee according to the nature and gravity of the misconduct. I fail to think as to why only maximum punishment available under the said clause should be awarded to the erring employee in the prevailing facts and circumstance of this case. It has also been observed by the Apex Court that justice must be tempered with mercy and that the

delinquent employee should be given an opportunity to reform himself and to be loyal and disciplinary employee of the management.

However I am of the considered view that the punishment of dismissal for an unauthorised absence for about six months only under the compelling circumstance and without any malafide intention is not just and proper rather it is too harsh a punishment, which is totally disproportionate to the alleged nature of misconduct proved. Such a simple case should have been dealt with leniently by the management specially when no second show cause notice has been served upon the concerned workman by the management which is a direct violation of the directives of the Apex Court which amounts to denial of the principles of natural justice.

In view of the matter, I think it just and proper to modify and substitute the punishment by exercising the power under Section 11(A) of the Industrial Dispute Act, 1947 in order to meet the ends of justice. And as such the impugned order of dismissal of the workman concerned is hereby set aside and he is directed to be reinstated with the continuity of service with all consequential benefit and in the light of the prevailing facts, circumstances and the misconduct for which the punishment of dismissal was imposed on the workman concerned. I think it appropriate that the concerned workman be imposed a punishment of stoppage of two increments without any cumulative effect. It is further directed that the workman concerned will be entitled to get only 30% of the back wages which will serve the ends of justice. As such this issue is decided in favour of the Union and against the management. Accordingly it is hereby

ORDERED

That let an award be and the same is passed on contest in favour of the workman concerned. Send the copies of the award to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

MD. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 5 नवम्बर, 2007

का.आ. 3409.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नोर्थन रेलवे के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 06/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-11-2007 को प्राप्त हुआ था।

[सं. एल-41011/30/2006-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 5th November, 2007

S.O. 3409.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 06/2007) of Central Government Industrial Tribunal-cum-Labour Court, Lucknow, as shown in the Annexure, in the industrial dispute between the management of Northern Railway, and their workman, received by the Central Government on 5-11-2007

[No. L-41011/30/2006-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT: Shrikant Shukla, Presiding Officer

I.D. No 06/2004

(Reference Order No. L-41011/30/2006-IR (B-I))

Dated 18-4-2007

BETWEEN:

The Divisional Vice-President,
Uttar Railway Karmchhari Union,
49, Tilaknagar, Alibagh Road,
Lucknow (UP)

AND

The Deputy Chief Electrical Engineer (C&W)
Workshop,
Northern Railway,
Alambagh, Lucknow (UP)
Lucknow.

AWARD

The Government of India Ministry of Labour, New Delhi, vide it, order No L-41011/30/2006-IR (B-I) Dated 18-4-2007, Referred following schedule for adjudication:

SCHEDULE

“क्या प्रबंधन उत्तर रेलवे, वर्कशाप आलम् बाग लखनऊ द्वारा विजय कुमार शर्मा टेक्नी. ग्रेड I फिटर टिन. 439/बी/फ. 533/285 यम को दिनांक 30-6-2006 से पद अवनत कर देना न्यायोचित एवं वैध है। यदि नहीं तो कर्मकार किस राहत को पाने का अधिकारी है।

The order was endorsed to the Presiding Officer Central Government Industrial Tribunal cum-Labour-Court for adjudication, besides the order was also forwarded to the Trademan of office bearer & the employer Order of the Government Contained following instructions:-

“The parties raising dispute shall file a statement of claim complete with relevant documents, list of reliance and witnesses with the Tribunal within fifteen days of the receipt of the order of reference and also forwarded a copy of such a statement to each one of the opposite parties involved in this dispute under rule 10(B) of the industrial disputes (Central), Rules, 1957.”

The Government orders was received in this Court on 30-4-2007. This court waited for the statement of claim till 1-6-2007. when the trade union concerned failed to file statement of claim, documents etc, the Presiding Officer ordered that the summons be issued to the workman party i.e. Trade Union office bearer fixing 22-6-2007 for filing statement claim etc. The opposite party was also directed to file written statement on 13-7-2007.

No statement of claim was filed on the date fixed for any written statement was filed by the opposition on 13-7-2007. although summons were sent by Registered Post against postal receipts No. 382 dated 12-6-2007 and 3222 dated 13-6-2007. The postal articles were not received back till 16-7-2007 therefore the Court believed that services of notice on the parties are sufficient.

On the one hand tradesman representative turned up, however the representative of opposite party, Shri Rajinder Singh appeared in the proceedings are 21-8-2007. The opposite party was allowed to file written statement

on 10-10-2007. The opposite party did not file any written statement till party 26-10-2007, nor opposite party or the representative bothered to part up has appeared today. In the circumstance the court has no alternative than to depose on care.

The trade union which rased the dispute before Asstt. Labour Commissioner (Central) Lucknow, has not challenged the action of the movement (appoint party) that the reversion of the worker Sh. Vijaya Kumar w.e.f. 30-6-2006 is illegal or unjustified. It was the duty of the trade union to ally and prove that the action of the management is illegal and unjustified and in absence of such pleading and proof the action of the management can not be termed as illegal and unjustified. Award passed accordingly against the worker and accordingly worker Sh. Vijaya Kumar Sharma is not entitled to any relief.

Dt. 26-10-2007 SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 7 नवम्बर, 2007

का.आ. 3410.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 126/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-11-2007 को प्राप्त हुआ था।

[सं. एल-22012/321/2002-आईआर(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 7th November, 2007

S.O. 3410.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 124/2006) of Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of Shivpuri Sub-Area, WCL of Pench Area, and their workman, received by the Central Government on 7-11-2007.

[No. L-22012/321/2002-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/124/03

PRESIDING OFFICER : SHRI C. M. SINGH

The Secretary,
RKKMS (INTUC) Union,
Chandametta,
Chhindwara

Workman/Union

Versus

The C.M.E.,
Shivpuri Sub Area,
WCL of Pench Area,
PO : Parasia,
Chhindwara.

Management

AWARD

Passed on this 16th day of October, 2007

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/321/2002-IR (CM-II) dated 10-7-2003 has referred the following dispute for adjudication by this tribunal :—

“ Whether the action of the C.M.E., Shivpuri Sub-Area, WCL Pench PO : Parasia, Distt. Chhindwara, M.P in not correcting the date of birth of Sh. Thug S/O Ram Kishan, Chowkidar as per school certificate is legal and justified ? If not, what relief the workman is entitled ?

2. Vide order dated 15-1-2005 passed on the ordersheet of this reference, the reference proceeded exparte against the workman/Union. No statement of claim has been filed on behalf of workman/Union.

3. The management has filed their statement of claim.

4. The case of the management in brief is that workman Shri Thug was initially employed w.e.f. 1-1-73. He was transferred from Newton Chikli Mine of Pench Area to Shivpuri Mine of Pench Area w.e.f. 2-10-1978. He was working at Shivpuri Mine till his retirement. The workman has raised the present dispute claiming his date of birth as on 1-3-1947 based on a school Leaving Certificate. As per the various statutory records maintained by the management, the date of birth of the workman has been recorded as 1-7-1942. In coal industry, the age of superannuation is 60 years. Accordingly the workman has attained the age of superannuation of 60 years as on 1-7-02 and he has been retired from the services. The particulars of workman are recorded in Form “B” Register based on their declaration given by each workman at the time of initial appointment of workman. Shri Thug declared his date of birth as 1-7-1942. In the LPC issued to him, his date of birth is recorded as 1-7-1942. The School Leaving Certificate given in support of his claim indicates that the workman studied upto Class-IV of Salamgradh, Dewaria (UP). On his representation, the management has examined his case in the light of I.I. No. 76 of NCWA- III. The said certificate could not be considered as per guidelines of I.I.No. 76. The workman has failed to make out a case for correcting his date of birth and he is not entitled to any relief.

5. The management in order to prove its case filed affidavit of Shri Samir Chakarabarti, then working as Sub-Area Manager/Agent in Shivpuri Sub-Area of WCL, Pench Area.

6. I have heard Shri A.K.Shashi, Advocate the learned counsel for the management and perused the evidence on record.

7. The case of the management is fully established and proved from the uncontroverted affidavit of management's witness Shri Samir Chakarabarti. Against the above, there is no evidence of the workman as the case proceeded exparte against him.

8. In view of the above, the reference is decided in favour of the management and against the workman/Union without any orders as to costs holding that the action of the C.M.E., Shivpuri Sub-Area, WCL Pench PO : Parasia, Distt. Chhindwara, M.P in not correcting the date of birth of Sh. Thug S/o Ram Kishan, Chowkidar as per school certificate is legal and justified and consequently the workman is not entitled to any relief.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C.M. SINGH, Presiding Officer

नई दिल्ली, 7 नवम्बर, 2007

का.आ. 3411.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मलेशिया एअर लाइंस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 64/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-11-2007 को प्राप्त हुआ था।

[सं. एल-11012/25/2005-आईआर(सीएम-1)]
स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 7th November, 2007

S.O. 3411.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 64/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Malaysia Airlines and their workman, which was received by the Central Government on 6-11-2007.

[No. L-11012/25/2005-IR(CM-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 9th August, 2007

PRESENT : K. JAYARAMAN, Presiding Officer.

Industrial Dispute No. 64/2005

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Malaysia Airlines and their workmen.]

BETWEEN

The Secretary,
Malaysia Airlines
Employees Union,
208/15, II Floor,
Ramakrishna Mutt
Road, Mandaveli.
Chennai-600 028 : I Party/Petitioner's Union

AND

The Area Manager - SI,
Malaysia Airlines
"Arihant Nitco Park"
90, Dr. Radhakrishnan
Salai, Mylapore
Chennai-600 004 : II Party/Management

APPEARANCE:

For the Petitioner : M/s K.M. Ramesh,
Advocates
For the Management : M/s. N.G.R Prasad,
Advocates

AWARD

The Central Government, Ministry of Labour vide its Order No. L-11012/25/2005-IR(CM-1) dated 22-07-2005 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the action of the management of Malaysia Airlines in retrenching the 30 workmen (as per list) vide Order dated 25-07-2003 is just, fair and legal. If not, to what relief are the workmen entitled?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 64 of 2005 and issued notices to both parties. Both parties entered through their Advocates and filed their claim statement and counter statement respectively.

3. The allegations in the claim statement are briefly as follows:

The respondent management is a foreign airlines and a MNC having offices throughout the world. From July, 1974, the respondent management is engaged in passenger traffic and cargo transport from India to Malaysia. The RBI granted licenses to the Respondent Management to open offices both in New Delhi and Chennai based on the bilateral agreement. Usually, the Respondent Management has made revision of salary to the staff every alternative year since the inception and the last of such salary revision was made in the year 1994. The staff of the respondent management in India felt that they should form a trade union to ventilate their grievances and accordingly the petitioner union was formed and registered under the Trade Unions Act. It was also communicated to the Respondent Management. But the respondent management did not even respond to the Petitioner Union's letter and reminders for a long time. The Respondent Management used to appoint General Sales Agency (GSA) to represent the Respondent where it may not be possible for the Respondent to establish their own office. Accordingly, the Respondent Management had appointed M/s. STIC Travels (P) Ltd. and also M/s. MACKT Travels and Cargo (P) Ltd. But subsequently both these GSA's agreement were terminated by the Respondent Management in the year 1998, 1999 respectively. While so, during October, 2000 the Respondent Management appointed one M/s. ETA Travel Agency (P) Ltd. to cover the entire territory of India and entered into an agreement. In that agreement, the Respondent Management deviated from the standard GSA agreement in few clauses. One of such clauses is with regard to transfer of permanent staff. After that the Petitioner's Union felt that the Respondent Management wanted to effect transfer of long serving permanent staff to the GSA's payroll and therefore the petitioner's union

raised the ID before the labour authorities of the State Govt. and also before the Central Govt. In the conciliation proceedings the Respondent Management represented by its power of attorney Mr. Chan Kok Weng, the Manager of the Company in South India. He has also filed a memo in which it has stated the GSA agreement between the Malaysia Airlines and M/s. ETA Travel Agency does not in any way affect, alter or vary the existing terms and conditions of the employment in India and it is also stated that the staff will continue to work as employees of MSA Airlines only and the agreement will not in any way affect, alter or vary the existing terms and conditions of employment in India with all the benefits hitherto enjoyed by them. The Conciliation Authority recorded the above memo filed by the Respondent Management and closed the conciliation proceedings on 23-02-2001. Since the pay scales of the members of the Petitioner's Union are too low and the same has not been revised since 1994, the petitioner's union placed its charter of demands on the Respondent Management for pay revision in its letter dated 28-2-2001 but even after repeated letters and reminders, there was no response from the Respondent Management to the Charter of Demands submitted by the Petitioner's Union. Further to the shock and surprise of the Petitioner's Union, the Respondent Management issued letters to the individual staff members informing the unilateral decision of the management with regard to the revision of salary. Therefore the, Petitioner's Union raised an Industrial Dispute before the Assistant Labour Commissioner (Central) (C) and during the conciliation, the authorities directed the Respondent Management to hold direct talks with the Petitioner's Union. During the talks, the petitioner union reiterated its demands but the representatives of the Respondent Management did not come up with any counter proposal. Hence the Petitioner's Union has requested the labour authorities to commence the Conciliation Proceedings once again. But the labour authorities felt that the conciliation is not fructified. They have submitted the failure of conciliation report, to the Govt. Meanwhile, since the Petitioner's Union felt the Responded Management going to effect fictitious transfer of permanent long serving staff, raised another dispute before the Regional Labour Commissioner. While so, on the evening of 25th July, 2003, the then Area Manager of the Respondent Management read out the names of certain employees and said that they were being retrenched from their services with immediate effect and they, have also received orders of retrenchment dated 25-07-2003 across the table while some others have received it through courier. The reasons stated in the order of retrenchment is neither valid nor reasonable. In order to get rid of employees from their direct fold, the Respondent Management has also made fictitious transfer of permanent staff through the GSA's payroll which clearly violated the provisions of Article 21 and 23 of the Constitution. The retrenchment made by the Respondent Management is illegal and contrary to Section 9A, Section 25F, Section 25G, Section 25H and Section 33(2)(a) of the Industrial Dispute Act. It is also a colourable exercise of power and in a most uncereemonious manner without complying with various statutory provisions and obligations. The Petitioner's Union has filed a Writ Petition before the

Hon'ble High Court challenging the illegal retrenchment in WP No. 20965 of 2003 in which the Hon'ble High Court has also pleased to grant an interim order. Even though the Respondent preferred an appeal, it was dismissed and against that order, the Respondent Management moved the Supreme Court which directed the High Court to dispose of the matter within a period of three months. However, the Hon'ble High Court felt that instead of adjudicating the issue in the Writ Petition, it is better to raise an Industrial Dispute challenging the retrenchment before the labour authorities and the High Court has also directed the Govt. to refer the issue for adjudication. As such the reference was made by the Govt. to this Tribunal. The action of the Respondent Management in retrenching 30 of its members is arbitrary illegal, null and void as it is against the statutory provisions. The Respondent Management has also not taken out a license under the Contract Labour (Regulation & Abolition) Act, 1970. Further the Respondent Management has not paid the retrenchment compensation on the same day while effecting retrenchment and it was done in a piecemeal manner. Furthermore, the juniors to the concerned employees who have rendered just few years of service have been retained and senior most employees have been retrenched. The Respondent Management has also recruited few staff without giving opportunities to the Petitioner's Union members contrary to Section 25H which is also a clear case unfair labour practice and victimization. Therefore, the petitioner union prays that the concerned workmen are entitled to the relief of reinstatement in service with back wages, with continuity of service and with all other attendant consequential benefits.

4. The respondent in his counter Statement alleged that the retrenched employees have now gone and joined M/s ETA Travel Agency, the General Sales Agent for the Respondent in India and therefore they are no longer in the roll of Respondent Management. Therefore this ID is not maintainable. The 30 Workmen are only entitled for retrenchment compensation and they are not entitled to, both compensation and employment under the new employer. But to over come any hardship that may arise on account of retrenchment, the new employer was good enough to agree to provide employment to these 30 Workmen protecting their last drawn salary that they were drawing under the Respondent Management. The agreement with ETA itself provides for absorption of mass staff by GSA. Since ETA is engaging their own staff in other places, they informed the respondent on 15-01-2002 that they would like to employ their own staff at Chennai on their own terms and conditions and the respondent could not possible to resist because it is the prerogative of the GSA to have their own staff to handle the work. Therefore by notice dated 25-07-2003, the respondent retrenched 30 staff who had been attending to GSA's work and remitted the retrenchment compensation and notice pay to their bank account simultaneously. Though ETA was under no legal obligation to employ the retrenched staff of the respondent, yet they offer to engage these staff on their terms and conditions protecting their last drawn salary and it cannot be said to be illegal. As a result of retrenchment, the members of the Petitioner Union have not only the got

the retrenchment compensation and have also got employment with ETA with last drawn salary protected. Further, the employees of the Respondent/Management in India have been given better increment than their contemporaries working in Malaysia. The petitioner forming a union have nothing to do with the retrenchment of the staff. Since the union refused to, agree for a substantial revision, the respondent had no other option but to put it to the employees. Some of the employees accepted the offer of increment and they have received the same without any objection. Further, the union cannot insist that unless they agree, the employees cannot accept the revision. Retrenchment was effected only because the GSA wanted to do their work on their own and the respondents were compelled to retrench the staff who were doing the ETA work. A memo dated 23-02-2001 before the RLC is not equal to a settlement under the Industrial Dispute Act. Further, the Petitioner Union cannot dictate on a policy matter. In a policy matter, the respondent took a decision to do the passenger handling work taking into consideration the competition from other Airlines. The Petitioner's Union cannot insist that such work should be continued to be handled by the respondent in TN even though such work is handled by the Agency in other parts of the country. The respondent has followed the provisions of Industrial Dispute Act and that is why compensation was paid as per the Act. The case of the petitioners will not come anywhere near Articles 21 & 23 of the Constitution of India. The question of violation of Section 9A will apply only when there is alteration of conditions of service of employee to his prejudice by the employer. But in this case there is no alteration of conditions of service because retrenchment leads to cessation of service. It is well settled that when a workman is retrenched, it cannot be said that change in conditions of service is affected. At the time of retrenchment no conciliation proceedings pending regarding retrenchment and therefore there is no question of violation of Section 9A of the Act. Further, there is no question of dismissal or discharge pursuant to disciplinary proceedings hence Section 33(2) does not get attracted. The members of the Petitioner Union at no point of time disputed the quantum of compensation paid by the respondent. Even assuming some allowance has not been included while calculating the retrenchment compensation that by itself will not invalidate the retrenchment. The petitioner union had not mentioned which junior according to them was retained and senior was sent out. Though the petitioner alleged that some of the persons were subsequently recruited, the said posts are entirely different and requisite qualification for the said posts and the responsibilities are totally different and the petitioner union cannot have a claim over the Executive Staff who does not come under the purview of the ID Act. It is false to allege that only to break the Union, the Respondent has taken a decision of retrenchment. In fact some of the office bearers of the Petitioner's Union viz. the President and Asstt. Secretary are still working in the Respondent Management as they were not attending to ETA's work. Therefore, the retrenchment is bonafide and they got employment with ETA protecting their last drawn salary. Therefore it is perfectly valid in law. It is false to allege that the respondent is making

huge profits. On the other hand, the respondent had suffered huge loss during 1997-98 to 2001-02 and even the profit for the subsequent period is nothing compared to the loss suffered by them for 5 years. Hence for all these reasons, the respondent prays that the claim may be dismissed with costs.

6. Again the Petitioner's Union in his rejoinder statement contended that the Respondent Management has not credited the entire retrenchment compensation and notice pay as alleged in the counter statement. On the other hand, there is short credit to the 19 of the members of the Petitioner's Union amounting to Rs. 7,35,532/-. The letter of undertaking filed before the RLC holds good and the respondent being the principal employer and the GSA being a contractor cannot raise objection of respondent having their own office and engaging their own staff. Therefore the respondent's claim that GSA wanted to run their business with their own staff of no relevance or maintainable and therefore the retrenchment was done to victimize the staff for forming union and the intention of the Respondent/Management was not to sign the maiden collective agreement. The respondent has not followed the provisions of Section 25G viz. the cadre wise seniority. The Secretaries recruited at Delhi, Ahmedabad and Kolkata are in Grade-IV and not giving the opportunity to the retrenched staff is a violation of Section 25H. The GSA of Respondent/Management is a Contractor whose term is limited to 28-02-2006 and it is terminable by a mere notice of two months on either side and therefore, the fictitious transfer of the respondent is affected by the provisions of Section 9A and Section 25 FF. No doubt the President and Asstt. Secretary of the Petitioner Union have been retained by the respondent and they would have also been retrenched had the Petitioner not filed a writ petition in the High Court of Madras. The respondent has not retrenched even a single staff who were non-union members and resigned from the Union. Therefore, the retrenchment made by the respondent is a pre-planned one and it is nothing but victimization and unfair labour practice. Hence, the Petitioners pray that an award may be passed in their favour.

7. Again with the leave of the Court, the respondent filed a reply statement. In that it alleged, the shortage alleged by the Petitioner Union in their rejoinder was the amount deducted towards Tax Deducted at Source (TDS). When the management wanted to remit the TDS to IT department, their auditors by their letter dated 13-08-2003 clarified that the amount need not be remitted to IT department. Therefore, the management credited those amounts to their respective bank accounts. Therefore the deduction was bonafide and it cannot be said as malafide intention. The allowance mentioned in the rejoinder do not form part of wages and they are only in the form of reimbursement for the expenditure incurred. Therefore the compensation was rightly calculated and deposited in their bank account. With regard to 9 employees, the temporary service was not taken into account and they were calculated from the dates they have joined as per the Appointment Orders. Furthermore, the Petitioner Union has not objected with regard to the amount of compensation credited to their account and they have taken this contention for the

first time in the rejoinder. The GSA is not a contractor but a specialized agency for attending to ticketing and sales promotion and they are by no means termed as Contractors. The Petitioner Union cannot compel the respondent to employ mass staff who are attending to the GSA work when GSA decided to engage their own staff on 15-01-2002. Section 25 G only speaks of category and not grade. This respondent while retrenching the staff has followed the seniority as category wise and not grade wise as alleged by the Petitioner Union. The retrenchment was effected in those categories who were doing the work of ETA whether they are union members or not. Therefore the retrenchment was not deliberate but for bonafide reasons. Hence for all these reasons the respondent prays that the claim may be dismissed.

The Points for Determination are:

(1) Whether the action of the Respondent Management in retrenching the 30 workmen by order dated 25-07-2003 is just, fair and legal?

(2) To what relief the workmen are entitled?

Point No.1

8. The case of the Petitioner's Union as the Respondent Management is a foreign airlines having offices throughout the world operating in all six continents and it is engaged in passenger and cargo transport from India to Malaysia and started its operations in India from July 1974. While so, the members of the Petitioner Union who are employees under the Respondent/Management started a Registered Trade Union under the Trade Union Act and it was also communicated to the Respondent/Management. On the other hand, the Respondent/Management did not even respond to its letters and reminders for a long time.

9. It is also their contention that the Respondent/Management appointed General Sales Agency (GSA) to represent him for sale of ticket etc. and similarly appointed one M/s. STIC Travels (P) Ltd. and M/s. Mackt Travels as GSA and it was also terminated both these GSA's in the years 1999 and 1998 respectively. During October, 2000 the Respondent appointed General Sales Agent, one M/s. ETA Travel Agency and the effective date of appointment was 01-03-2001 and the same is valid for a period of 5 years. In the GSA entered agreement between Respondent/Management & ETA Travels, they have included few clauses in the agreement that were not part of standard GSA agreement signed by the Respondent with the earlier two GSAs since after the new GSA was appointed, the Petitioner Union felt that the Respondent wanted to effect transfer of long serving permanent staff to GSA's payroll which is also evident from Annexure-I of the GSA agreement and therefore the Petitioner Union raised Industrial Dispute before the labour authorities and during the conciliation proceedings the Power of Attorney Agent Mr. Chan Kok Weng has filed a memo dated 23-02-2001 stating that their services will not be terminated and they will continue to be employed under the Respondent/Management. In view of this undertaking the Respondent/Management closed the conciliation proceedings on 23-02-2001. But without considering the undertaking of demand and without taking

cognizance of the Petitioner Union's charter of demands, the Respondent/Management issued individual letters to the employees informing their unilateral decision of 30% increase in the current pay. Since this offer made by the Respondent/Management was very low and not in line with the memo filed by the Power of Attorney Agent of the Respondent dated 23-02-2001, the Petitioner Union raised an Industrial Dispute before the Asstt. Labour Commissioner (Central), Chennai. But the conciliation proceedings ended in a failure and RLC(C) sent a report under Section 12(4) of the ID Act on 09-02-2004. In the meanwhile, the Petitioner Union sensed that the Respondent/Management was effecting fictitious transfers of permanent long serving staff to GSA's roll and it raised another dispute before the Tribunal on 08-07-2003. While so, on the evening of 25-07-2003, the Area Manager of the Respondent/Management in the office read out the names of certain employees and said that they are being retrenched with immediate effect and the Petitioner Union questioned the said Retrenchment Order is neither valid nor reasonable and it is against the undertaking given by the Respondent/Management and therefore they have preferred a Writ Petition and on the direction of the Hon'ble High Court, the matter was referred by the Govt. for adjudication. It is alleged that the Retrenchment Order dated 20-05-2003 is illegal arbitrary to Section 9(A) and Section 25(F), Section 25(G), Section 25(H), Section 33(2)(a) of the Industrial Disputes Act. It is further contended even the GSA agreement which clearly states that the transfer of staff to GSA payroll should be in consultation with the staff concerned and the terms of employment should be on par or better than the Respondent.

10: But as against this, it is a case of the Respondent that though the Respondent Airlines started the operations in India in July 1974 for travel arrangements such as ticketing etc. it used to entrust it to GSA and considering the competition in the airlines business due to open sky policy and to expand their operations in India, the Respondent Airlines took a policy decision to appoint competent business establishment for the whole India. Therefore on 02-01-2000, the Respondent entered into an agreement with ETA Travel Agency and appointed them as GSA for the entire India w.e.f. 01-02-2001 initially for a period of 5 years and it was now extended upto 28-02-2011 subsequently. The ETA Travel Agency has got offices in Bangalore, Hyderabad, Mumbai, Ahmedabad, Cochin, Jullander and Trichy in India and they engaged their own staff, in these places but as far as Chennai and part of Delhi is concerned; the staff of the Respondent Airlines were initially doing ticketing and other passenger handling works and they used to claim reimbursement from M/s. ETA Travel Agency. Since, ETA has engaged their own staff in all other places they informed the Respondent Airlines on 15-10-2002 under Ex. M.10 that they would like to employ their own staff in Chennai and Delhi on their own terms and conditions. For this the Respondent could not possibly resist because it is the prerogative of the GSA to have their own staff to handle the work. Since the ETA expressed their desire to have their own staff, in the nature of things, the Respondent could not continue to employ the staff, its staff who

had been doing to ETA's work as they have become redundant. Therefore, he issued a notice dated 25-07-2003 (Exl M.14 Series) and retrenched 30 staff members who had attended to GSA's work and also remitted their Retrenchment Compensation and Notice Pay to their respective bank accounts simultaneously. No doubt in a routine manner, they have deducted Tax Deducted at Source (TDS) on the amount. Subsequently, on the advise of the Auditors, this deducted amount of TDS was also paid to the employees by depositing this amount in their bank accounts. As a result of this retrenchment, members of the Petitioner Union have not only got the Retrenchment Compensation mentioned against their names as per Ex.M.20, they have also been provided employment with ETA with last drawn salary protected. According to law, the workmen are only entitled for Retrenchment Compensation and they are not entitled to both compensation and employment with the new employer viz. ETA. To overcome any hardship that may arise on account of retrenchment, the new employer viz. ETA was quite good enough to provide employment to these 30 retrenched persons protecting their last drawn salary which they were drawing in the Respondent/Management. It is further contended by the Respondent that there was no transfer of employment as alleged by the Petitioner Union. Since the GSA decided to engage their own staff to do ticketing work in Chennai, the Respondent/Management considering the situation has no other option than to retrench them. The Petitioner-Union though disputed the claim of compensation now, neither the time of receipt of compensation nor at the time of receiving the amount, disputed the same. Hence they should, not have any grievance against the Respondent. On the other hand, they have been doubly benefited by this act.

11. In order to establish their case, the Petitioner Union has examined the Secretary of the Petitioner Union one Mr. K. V Bhaskar as WW1 and also examined the Asstt. Secretary one Mr. S. Chandrasekaran as WW2. On the side of the Petitioner, W1 to W28 are marked and on the side of the Respondent. One Mr. Chong Min Sin, the Asstt. General Manager, Human Resource Support Services of the Respondent/Management is examined as MW1. Ex. M1 to M43 is marked on the side of the Respondent.

12. On the side of the Petitioner, the Learned Counsel of the Petitioner argued though the Respondent contended that their action petitioner is a bona fide one, they have acted malafide and only to break the Union activities, the Respondent/Management retrenched 30 staff members who are the members of the Petitioner Union which is illegal. Further, the Order of Retrenchment is against the solemn undertaking given by the Respondent/Management before the conciliation authorities on 23-02-2001 which is a binding force on both the parties. Further, along with the Order of Retrenchment, Respondent enclosed another letter which exposed the real intention of the Respondent/Management and to get rid of the subject employees from its direct fold to that of the Contractor viz. ETA Sales Agency, thereby the Respondent/Management effected fictitious transfer of permanent employees to GSA's payroll which is against the provision of Section 25(FF) of the

Industrial Disputes Act and before transferring the staff they have not consulted with the staff concerned and they have taken unilateral action. Further, instead of settling the balance leave available to the credit, they went one step further to transfer the respective leave to the GSA's leave account thus making the fictitious transfer complete. Therefore, the Retrenchment Order is arbitrary, illegal null and void and has been contrary to the various provisions of the ID Act. The Learned Counsel of the Petitioner further contended that the action of the Respondent/Management in all of a sudden bringing about the termination order without any prior notice and without complying with the provisions of the ID Act is per se illegal and inoperative and it is an exact case of colourable exercise of power in a most unceremonious manner when they have given solemn undertaking before the Regional Labour Commissioner (C) on 23-02-2001 viz. that they will not change the service conditions of the members of the Petitioner Union, effected this illegal retrenchment and asking the members of the Petitioner Union to join the GSA who is a Contractor, doing business on commission basis and whose term itself is restricted to 5 years or determinable at any time at the sweet will and pleasure of the Respondent/Management by mere Notice of termination is illegal. Further, the Respondent/Management has not taken out a license under the Contract Labour (Regulation & Abolition) Act, 1970 for engaging a contractor. It is further argued that the 4th Schedule, Item 10 which, relates to Rationalization, Standardization or Improvement of Plant or Technique which is likely to lead to retrenchment of workmen and under such circumstances, it shows that retrenchment of employees with change in service conditions requires notice under Section 9(A) of the Industrial Disputes Act. It is mandatory one and it cannot be dispensed with but in this case the Respondent/Management has no right to change the existing service conditions unilaterally which covered under Item 10 of the 4th Schedule. Hence, this order of retrenchment is arbitrary, unconstitutional and illegal. The learned Counsel of the Petitioner contended that the ID raised by the Petitioner Union regarding the Charter of Demand and another dispute of planned enactment of retrenchment through victimization was still pending conciliation before the RLC(C) and the RLC(C) sent his failure report under Section 12(4) of the Industrial Disputes Act during to the appropriate Government only on 09-02-2004. The conciliation is deemed to be pending till such time the report of the Conciliation Officer is received by the appropriate Government and therefore the conciliation proceedings shall be deemed to have been pending till the appropriate Government received the conciliation report of the Conciliation Officer. Therefore, the Retrenchment Order issued by the Respondent/Management on 25-07-2003 is illegal. Further, it is argued that the Respondent/Management has not applied for approval of its action before the RLC(C), under such circumstances; the impugned action taken by the Respondent is illegal, void ab initio. The Learned Counsel of the Petitioner Union further contended that the Respondent while settling the Retrenchment Compensation has not taken into account the allowances defined under Section 2(rr) of the Industrial Disputes Act and the entire Retrenchment Compensation was not paid on the same day

while effecting retrenchment and it was done in a piecemeal manner hence, it is against the mandatory provisions of Section 25(F). It is further argued that while retrenching the members of the Petitioner Union, the Respondent/Management have retained the juniors of the concerned employees who have rendered just few years of service and retrenched the senior most employees which is against the provisions of Section 25(G). It is their further contention that after the retrenchment, the Respondent/Management recruited few staff at New Delhi, Ahmedabad and Kolkata without giving opportunities to the retrenched members which is contrary to Section 25(H). Therefore, this retrenchment which is a mass retrenchment was pre-planned and only to break the union which has been formed by the members of the Petitioner Union. Therefore this is nothing but a clear case of vindictive action taken by the Respondent/Management and to break the union activities.

13. But as against this, the Learned Counsel of the Respondent contended that the Petitioner forming a union has nothing to do with the retrenchment order. As regards the memo filed before the RLC(C) by Mr. Chan Kok Weng that the employees will be continued to be employees of the Respondent/Management, it was only because of ETA's decision to employ their own staff, the Respondent/Management was constrained to retrench the staff attending to this and it is not as if the Respondent/Management took the initiative on their own. The Management had to resort to retrenchment because the work has already been taken away by ETA. Furthermore, the memo dated 23-02-2001 filed before the, RLC(C) is not equal to settlement under the Industrial Disputes Act and therefore the allegation made by the Learned Counsel of the Petitioner is not valid. It is his further contention that the said memo was filed even prior to the ETA could start their operation and the Power of Attorney Agency of the Respondent filed this memo in the situation that was prevailing then. He further argued that the Petitioner Union cannot dictate on the Policy matter. If on a policy matter, the Respondent/Management took a decision to engage General Sales Agency (GSA) to do the passenger handling work taking into consideration of the competition from other Airlines and the growth of the Company, the Petitioner Union cannot insist that such work should be continued to be handled by the Respondent/Management in Tamilnadu even though such work is handled by the GSA in other parts of the country. Furthermore, the Petitioner Union cannot insist that the employees should be continued to be employed by the Respondent in spite of the GSA is doing the work. The Learned Counsel further contended that though petitioner union alleged that the Respondent has transferred the members of the petitioner union but there was no transfer at all, as alleged by the petitioner. Since the GSA viz. ETA decided to engage their own staff to do ticketing work in Chennai also, the Respondent/Management has no other option except to retrench the employees who have done ticketing work, therefore, the respondent has retrenched the persons and paid compensation and the retrenched employees have now got employment with ETA. Under such circumstances, it cannot be said that it is illegal and it cannot be also said that this is a colourable

exercise of powers. Clause 1.1 of the GSA agreement does not say that it would be done with the consultation of the staff union. On the other hand, the employment given by GSA is not transferable. It is only an option given by the GSA. With regard to the Retrenchment Compensation, the Learned Counsel of the Respondent contended instead of notice, notice pay was given. Each of the employees were given compensation and they have also got job security with GSA. The Learned Counsel of the Respondent contended that in this case the question of the violation of Section 9(A) will not arise at all and it will only apply if there is alteration of conditions of service of employee to his prejudice by the employer. But in the present case, there is no alteration of conditions of service because retrenchment leads to cessation of service, therefore 9(A) does not get attracted in this matter of retrenchment. Further, it is well settled that when a workmen is retrenched it cannot be said that change in conditions of service are effected. For this he relied on ruling in 1982 (1) SCC PAGE 645 ROBERT D'SOUZA'S VS. EXECUTIVE ENGINEER, SOUTHERN RAILWAY AND ANOTHER wherein the Supreme Court has held "that the notice of change by Section 9(A) and notice for a valid retrenchment under Section 25(F) are two different aspects of notice. One aspect has no co-relation with another. In order to attract Section 9(A) the Respondent must be desirous to effect change in conditions of service in respect of industrial matter specified in 4th Schedule. Since retrenchment, which results in termination of service cannot be said that change in conditions of service in respect of any items mentioned in the 4th Schedule, Section. 9(A) would not be attracted. The retrenchment is specifically covered by Item 10 of the 3rd Schedule". I find much force in the contentions of the Respondent. Then the Learned Counsel of the Respondent contended to the best of their knowledge, there was no conciliation pending on the date of retrenchment. Therefore, there is no necessity for the respondent to get approval or permission before effecting the termination. He argued that no doubt it is true Section 33(c) of the Industrial Disputes Act requires approval of the Conciliation Officers when there is a dismissal or discharge of the employee when an ID is pending but in this case there is no question of dismissal or discharge pursuant to disciplinary proceedings hence Section 33(2) does not get attracted. The retrenchment in this case is not by way of disciplinary proceedings hence Section 33(2) will not be attracted. Then again the Learned Counsel of the Respondent argued that regard to the quantum of compensation, at no point of time did the Petitioner Union nor the concerned employees disputed the correctness of compensation paid by the Respondent/Management, on the other hand, they have questioned the retrenchment alone. Further, conveyance and entertaining allowance would not come in the definition of wages. It is only traveling concession that is given to the employees and would not fall under the definition of wages. It is also equally applied to entertainment allowance. He further argued that uniform allowance does not fall under Section 2(rr). It is his further argument that even assuming some allowance has not been included while calculating the retrenchment compensation that by itself will not invalidate the retrenchment. With regard to the contention

that the Retrenchment Compensation was not paid on the same day, the Learned Counsel of the Respondent/Management argued the Retrenchment Compensation was credited to the respective bank accounts of the respective employees simultaneously with notice of part and the petitioner union has written a letter dated 30-07-2003 accepting the compensation but without prejudice to their rights. With bona fide intention, the Respondent/Management has deducted the amount viz. for payment of Income Tax Deducted at Source and the same was reflected in the retrenchment notice served on the individual employees. Subsequently, when the Auditors of the Respondent have informed the Respondent that the exemption limit for TDS with regard to retrenchment compensation terminal benefits had been increased to Rs. 5.00 lakhs and the Respondent/Management also credited these amounts deducted towards TDS to their respective bank accounts on 23-08-2003 itself and therefore the allegation that the compensation amount was less than the actual amount of compensation is without any substance. With regard to the contention of the principle, of last come first go, the Learned Counsel of the Respondent argued that the Petitioner Union has not mentioned which junior according to them was retained and which senior was sent out and he argued that the Respondent has not violated the provisions of Section 25(H) is without any substance. It is his further argument that in New Delhi and Kolkata there was no recruitment in any of the retrenched category except for the post of Secretary. One Mrs. Sulochana Peter, Secretary was retrenched, however, after joining ETA on 15-09-2003, she resigned the services on 23-09-2003 which is evident from Ex. M27. Further, the recruitment was for the post of Secretary to Regional Manager at Delhi and two Secretaries for Kolkata and Ahmedabad which are Executive staffs. The said posts are entirely different and the requisite qualification for the said positions and the responsibilities are totally different and therefore it is totally futile to contend that the Respondent has violated the provisions of Section 25(H) of the ID Act to which I find much force in the contentions of the Learned Counsel of the Respondent. The Learned Counsel of the Respondent further contended that the retrenchment in this case cannot be stated as mass retrenchment and it was not a preplanned one, it had nothing to do with the Charter of Demands by the Petitioner Union. Only because the ETA viz. GSA had written the Respondent that they wanted to do their job with their own staff, the respondent had to retrench those staff who are attending the ETA's work with regard to the ticketing, etc. Infact some of the office bearers of the Petitioner Union viz. one Mr. K. Venkataraman, President and Mr. Aamir Rafath, Asstt. Secretary of the Petitioner Union are still working under the Respondent/Management as they are not attending the ETA's work. No doubt, the Respondent/Management has transferred the leave credit to their leave account of the GSA. It was done for their benefit as otherwise their leave would lapse. Since GSA was reimbursing the employees salary before retrenchment, naturally the leave to their credit has to be transferred to GSA and there is no fictitious transfer as alleged by the Petitioner Union. He further argued that the retrenchment is bona fide and they

got employment with the ETA with protection of last drawn salary. At any stretch of imagination, it can be said, that the action of the Respondent/Management is a cheap labour policy.

14. Then again the Learned Counsel of the petitioner argued that the retrenchment of 30 members of the petitioner union have received retrenchment notice and also another letter of Retrenchment Order with transfer of existing leave to the GSA's leave account which clearly established the fact which is only a fictitious transfer. If the Respondent is harping upon the alternate employment provided to the members of the Petitioner Union, thus the Respondent has violated the provisions of Section 25(FF) of the Industrial Disputes Act.

15. But again the Learned Counsel of the Respondent contended that at no stretch of imagination the order dated 25-07-2003 could be considered as transfer of ownership or management under Clause 25(FF) of the ID Act. It is out an Order of Retrenchment. This retrenchment was effected only on the ground that GSA by their letter dated 15-10-2002 stated that they would like to engage their own staff for passenger sales agency work at Chennai & Delhi. It is also admitted fact that the GSA employed their own men in this sales agency work. As a result of this letter, the 30 member of the Respondent/Management who attended to the GSA's work have become redundant. The petitioner union complained about the transfer of their leave account to the GSA's leave account but this was effected because during that period when GSA was reimbursing the Respondent's staff salary and expenses. Only on that ground, the leave account was transferred and at no stretch of imagination can be said that the management has been transferred to the GSA.

16. Then again the Learned Counsel of the Petitioner contended the Respondent/Management has not maintained seniority list in accordance with the Rules 77 of the Industrial Disputes Act. In such circumstances the provisions the termination of services of workmen and retaining their junior is clearly in violation of Section 25(G) and he relied on the ruling reported in 1991 (2) LLN, PAGE 224, GENERAL MANAGER, NORTHERN RAILWAY VS. CENTRAL INDUSTRIAL TRIBUNAL, JAIPUR wherein the Rajasthan High Court has held "that the employer had not maintained a seniority list in accordance with rule 77 of the ID Act and the termination of Nisar Ahmed was clearly in violation of the Section 25(G) of ID Act and his order of reinstatement is proper". The Learned Counsel of the Petitioner argued that in this case the petitioner has mentioned certain persons in the Claim Statement and also in the evidence that some of the persons have been retained who are juniors to the members of the Petitioner Union who have retrenched and therefore the retrenchment is not valid in law. But for this, the Learned Counsel of the Respondent contended that the Respondent while retrenching the staff have followed seniority of categorywise as contemplated in the act, but in the Annexure-B alongwith the Claim Statement and also in the rejoinder the petitioner has given gradewise seniority in which different categories of employees would be there.

They cannot follow gradewise seniority and retrench a Station Officer who is in a different category and Section 25(G) speaks only category and not grade. I find much force in the contention of the Respondent because the list given by the petitioner union only speaks about grade on the other hand the list given by the Respondent Management is with regard to categorywise seniority as such I find there is no point in the contention of the Learned Counsel of the petitioner. Then, the Learned Counsel of the Petitioner contended that the amount of compensation in lieu of retrenchment was not paid simultaneously. They have paid in piecemeal and therefore the retrenchment is not valid in law. For this, the Learned Counsel of the Respondent contended that the petitioners' compensation and notice of pay was issued simultaneously but the management under a wrong impression have deducted the amount for IT which information was given by the Auditors and therefore the Respondent credited the deducted amount to the credits of the employees and he further relied on the ruling reported in 1973 (1) LLJ, PAGE 306 WORKMEN OF DAVANGERE COTTON MILLS LTD. VS. INDUSTRIAL TRIBUNAL, BANGALORE AND ANOTHER "wherein the Karnataka High Court dealing with the language of Section 25(F) and proviso of Section 33(2) as also the former used the "until" and latter uses the word "unless", the effect of the ultimate meaning conveys is the same viz. that both refer to the necessary conditions which should be complied with before a particular result can be achieved". In this case, the question raised is whether retrenchment and payment of wages in lieu of notice and the Retrenchment Compensation in this case constitutes a single transaction or so disconnected with each other as to render the retrenchment itself invalid in law. The High Court has held that the Tribunal found that reasons stated by the Management for the retrenchment were bona fide and justifiable in the circumstances of the case and the only point that was strongly urged was that the retrenchment was demonstrably in contravention with the provisions of Section 25(F) of the ID Act and it was argued in order to hold the retrenchment valid, payment in lieu of notice as well as the payment of retrenchment compensation are conditions precedent to a valid retrenchment and in that case no such payment before the time of purported retrenchment but the workmen were asked to collect the same from the managing agents' office which is about a mile away from the mills. The purported retrenchment was wholly invalid and inoperative. But the High Court has held that in view of the judgment of the Supreme Court, that the sending of notice at a point of time slightly subsequent to the termination of service does not amount to non-compliance of Section 25(F) so as to invalidate an action taken by the employer thereunder and it further held that what is of importance is the question of connection between the conditions and the action so as to constitute all of them into a single transaction. In this case, though the Petitioner Union has taken a stand in the Claim Statement and also in the Rejoinder that the exact Retrenchment Compensation has not been paid simultaneously, it is only a mistake and it was rectified subsequently and under such circumstances it cannot be said that the Retrenchment Compensation has not been paid simultaneously. I find

much force in the contentions of the Learned Counsel of the Respondent. Further, in this case, no doubt the Petitioner has raised this plea in the Claim Statement and in the Rejoinder but at the time of receipt of compensation they have not made any murmur with regard to this compensation. Therefore, I find no point in the contention of the Learned Counsel of the Petitioner. The Senior Advocate of the Respondent argued that Retrenchment has effected only on the ground that the GSA has informed the Respondent/Management that they would like to employ their own staff in Chennai on their own terms and conditions, this request of the GSA cannot be rejected or cannot be resisted, because if the prerogative of the GSA to have their own staff to handle the work of passenger ticketing and only because of that the Respondent/Management has to retrench the persons of the Petitioner Union who are attending the ETA (GSA's) work. I find the reasons given by Respondent/Management for retrenchment is genuine. Therefore, I find retrenchment is valid and cannot be questioned. The Learned Counsel of the Respondent further relied on the ruling reported 1972 LLJ (2) PAGE 429, M/S PARRY & CO. LTD. VS. P.C. PAL AND OTHERS "wherein three bench of the Supreme Court has allowed reorganization of business held to be within the managerial discretion of the employer and bona fide reorganization of the business resulting in retrenchment of labour, held, did not give jurisdiction to the Tribunal to go into the question as to the propriety of such reorganization of business and the consequent discharge of surplus labour. It further held Section 25(F) provided compensation to soften the blow suffered by the employees consequent upon such retrenchment and it further held retrenchment of surplus labour when found bona fide and not mala fide, the Industrial Tribunal could not interfere on such retrenchment". Relying on this decision, the Respondent advocate argued that the Respondent has taken a policy decision that GSA has to look after the passenger ticketing etc. and in this case ETA informed that they want to employ their own men for this purpose and under this circumstances, it cannot be said that the Respondent/Management has to employ its employees even after this request made by the GSA. Here again, I find some force in the contention of the Learned Counsel for the Respondent and therefore this Tribunal cannot interfere in the policy decision of the Respondent/Management and therefore I find this point in favour of the Respondent/Management.

17. The point to be decided in this case as to what relief is the workmen entitled?

In view of my findings, that the action of the Respondent/Management in retrenching the 30 workmen under the order dated 25-7-2003 is just, fair and legal and I find the members of the Petitioner Union are not entitled to get any relief.

18. Thus the reference is disposed of accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open Court on this day the 9th August, 2007)

K. JAYARAMAN, Presiding Officer

Witnesses Examined:

For the I Party/ Petitioner	WW1 Sri K.V. Bhaskar WW2 Sri S. Chandrasekar
For the II Party/ Management	MW1 Sri Chong Min Sin

Documents Marked :

Ex.No.	Date	Description
W 1	02-11-2000	Copy of General Sales Agreement signed by the Respondent with M/s ETA.
W 2	Nil	Copy of Side Agreement signed by the Respondent to the Main General Agreement with M/s ETA.
W 3	23-02-2001	Copy of Letter of Undertaking signed by the Respondent before the Regional Labour Commissioner (Central), Chennai.
W 4	Nil	Copy of Minutes of the Meeting recorded by Assistant Labour Commissioner (C), Chennai.
W 5	Nil	Copy of Petition filed by the Petitioner Union before the Regional Labour Commissioner (Central), Chennai regarding victimization and Unfair Labour Practice.
W 6	Nil	Copy of Terms & Conditions of MAS employees in India.
W 7	Nil	Copy of Retrenchment Order
W 8	Nil	Copy of the Offer of Employment letter
W 9	Nil	Category-wise list.
W 10	Nil	List of new recruits
W 11	10-7-2003	Copy of Contingency Plan prepared by the Respondent. Copy of letters given to Regional.
W 12	Nil	Provident Fund Commissioner by the Respondent confirming the temporary period of service.
W 13	Nil	Retrenchment Compensation Actual credit made to the Bank Account and certificates issued by the Bank confirming the same.
W 14	Nil	Transfer of existing leave to GSA's leave account.
W 15	19-01-2003	Minutes of the 3rd Annual General Body Meeting.
W 16	26-07-2003	Minutes of AGM for Retrenched Members
W 17	03-10-2000	Intimating the Management on the formation of Union and requesting for recognition.
W 18	05-01-2001	Annexure K2 - Dispute raised with RLC with regard to the incorporation of staff clause in GSA Agreement.
W 19	20-12-2002	Minutes of the conciliation held with Asstt. Commissioner of Labour (Central).

Ex.No.	Date	Description
W 20	14-02-2003	Respondent's letter addressed to Assistant Commissioner of Labour (Central) and copied to Union.
W 21	09-07-2003	Minutes of the conciliation held with RLC.
W 22	09-01-2004	Appointment of Ms. Poonam Khattar
W 23	08-11-2004	Appointment of Mr. Yatin More.
W 24	09-11-2004	Appointment of Mr. Sindhu Indulal.
W 25	09-12-2004	Appointment of Ms. Anumita Sarkar and Ms. Anushila Chaturvedi
W 26	23-03-2006	Internal e-mail correspondence intimating closure of Ahmedabad and directing GSA to retain only two staff.
W 27	24-03-2006	Retrenchment order given to Mr. Yatin More.
W 28	09-12-1997	Appointment order given to Ms. J. Latha.

For the II Party/Management:-

Ex.No.	Date	Description
M1	24-04-1986	Appointment order issued to N. Chandrasekhar as Office Helper.
M2	13-03-1987	Appointment order issued to C. Ravi as Accounts Clerk.
M3	27-01-1993	Appointment order issued to R. Kumar as Driver/Office Helper.
M4	13-07-1994	Appointment order issued to Simon J. Winfred as Clerk.
M5	11-08-1997	Appointment order issued to Kurian Eapen as Traffic Clerk.
M6	30-03-2000	Appointment order issued to G. Vijayakumar as Office Helper.
M7	24-02-2001	Appointment order issued to Aji K. Philip as Reservations/Ticketing Clerk.
M8	26-02-2001	Appointment order issued to A. Kumar as Office Helper.
M9	27-02-2001	Appointment order issued to J. Latha as Sales Steno.
M10	15-10-2002	Letter from M/s ETA Travel Agency Pvt. Ltd. (GSA) to the Second Party/Respondent/Management.
M11	Nil	Extract from the Annual Report 2003-2004
M12	24-06-2003	Pay slip of Sales Officer and Sales Representative, Reservation Clerk.
M13	25-07-2003	Categorywise Seniority List of Non-Executive Employees of the II Party/Respondent/Mgmt.
M14	25-07-2003	Retrenchment notices sent to the staff.
M15	25-07-2003	Letter sent to the Manager, ABN AMRO Bank to credit the retrenchment compensation to the respective accounts of the staff.

Ex.No.	Date	Description
M16	25-07-2003	Form P sent by the Delhi office.
M17	25-07-2003	Form P sent by the Chennai office.
M18	Nil	Chart showing the calculations based on which retrenchment compensation was paid to the retrenched staff.
M19	Nil	List of Union Members submitted by the Management/Petitioner Union before the Madras High Court in W.P. No. 20965/2003.
M20	Nil	Chart showing the salary details and the retrenchment compensation paid to the staff.
M21	31-07-2003	Letter from the Petitioner Union to the respondent regarding retrenchment compensation.
M22	31-07-2007	Letter from M/s ETA Travel Agency Pvt. Ltd. (GSA) the II Party/Respondent/Mgmt.
M23	11-08-2003	Counter Affidavit filed by Mrs ETA Travel Agency Pvt. Ltd. (GSA) in W.P.No. 20965/2003.
M24	13-08-2003	Letter from M/s Fraser & Ross, Chartered Accountant.
M25	18-08-2003	Form "L" sent to the retrenched staff requesting them to collect the Gratuity Amount.
M26	23-08-2003	Letter sent to the Manager, ABN AMRa Bank to credit the amounts which were deducted towards TDS to the respective accounts of the retrenched staff.
M27	23-09-2003	Resignation letter submitted by Sulochana Peter.
M28	28-10-2003	Resignation letter submitted by K. Madhu Kumar.
M29	02-12-2003	Resignation letter submitted by Usha Murali.
M30	30-01-2004	Resignation letter submitted by Bhavna Sharma.
M31	16-07-1986	General Sales Agency Agreement (Passenger) entered by M/s STIC Travels Private Limited.
M32	11-01-1989	General Sales Agent (Passenger & Cargo) entered with M/c MACKT Travels and Cargo Pvt. Ltd.
M33	10-12-2003	Order issued to V. Kumar by M/s ETA Travel Agency Pvt. Ltd.
M34	10-12-2003	Order issued to S. Venkataramani by M/s. ETA Travel Agency Pvt. Ltd.
M35	09-08-2004	Order confirming S. Venkataramani's promotion.
M36	02-09-2004	Promotion order issued to Syed Younus by M/s ET A Travel Agency Pvt. Ltd.
M37	15-09-2004	Order issued to Simon J. Winfred by M/s ETA Travel Agency Pvt. Ltd.

Ex.No.	Date	Description
M38	25-02-2005	Order issued to R. Kumar by M/s ETA Travel Agency Pvt. Ltd.
M39	23-03-2005	Resignation letter given by Mrs. Sindhu Indulal.
M40	07-02-2006	Promotion order issued to Kurien Eap'en by M/s ETA Travel Agency.
M41	27-02-2006	Letter from M/s ETA Travel Agency Pvt. Ltd. enclosing details of the promotion to higher post/scale given to few members of the Petitioner Union.
M42	Nil	Comparative chart of service conditions in MAS & ETA.
M43	2005-2006	Extract from the Annual Report of 2005.

नई दिल्ली, 7 नवम्बर, 2007

का.आ. 3412.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (संदर्भ संख्या सी जी आर टी एल सी/आर 65/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-11-2007 को प्राप्त हुआ था।

[सं. एल-40012/241/2003-आई आर (डीयू)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 7th November, 2007

S.O. 3412.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. C.G.I.T./LC/R/65/2004) Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 7-11-2007.

[No. L-40012/241/2003-IR(DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/65/04

Shri C. M. Singh, Presiding Officer:

The Divisional Secretary,
National Union of Telecom Employees Line Staff &
Group "D" Mundla Nayata (Palda),
Indore. ... Workman/Union

Versus

The Telecom District Manager,
BSNL, O/o the TDM,
Ratlam (MP) ... Management

AWARD

Passed on this 17th day of October, 2007

1. The Government of India, Ministry of Labour *vide* its Notification No.L-40012/241/2003-IR(DU) dated 7-6-2004 has referred the following dispute for adjudication by this tribunal:—

“Whether the action of the management of TDM, Ratlam in terminating the services of Sh. Kacharulal S/o Sh. Kaluji w.e.f. 31-1-90 is justified? If not, to what relief the workman is entitled for?”

2. *Vide* order dated 5-10-05 passed on the ordersheet of this reference proceeding, the reference proceeded *exparte* against the workman/Union. No statement of claim has been filed by workman Shri Kacharulal/Union.

3. The case of the management in brief is as follows. That the management did not appoint the workman and therefore the question of terminating his services does not arise. It has also been pleaded that no Industrial Dispute exists between the parties.

4. As the case proceeded *exparte* against the workman, no evidence has been adduced on behalf of workman/Union. The management in order to prove their case, filed affidavit of Shri P. K. Jain, then posted as Divisional Engineer, BSNL, Ratlam.

5. I have heard Shri R. S. Khare, Advocate the learned counsel for the management and perused the evidence on record.

6. The case of management is fully proved from the uncontroverted affidavit of Shri P.K.Jain, the management's witness. Therefore the reference deserves to be decided in favour of the management and against the workman without any orders as to costs.

7. In view of the above, the reference is decided in favour of the management and against the workman without any orders as to costs holding that the action of management of TDM, Ratlam in terminating the services of Sh. Kacharulal S/o Sh. Kaluji w.e.f. 31-1-90 is justified and consequently the workman is not entitled to any relief.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

C. M. SINGH, Presiding Officer

आई दिल्ली, 7 नवम्बर, 2007

का.अ. 3413.—औद्योगिक विवाद अधिनियम, 1947 (1947 क. 14) की भाग 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन वेटेरीनरी रिसर्च इंस्टीट्यूट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 198/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-11-2007 को प्राप्त हुआ था।

[No. L-42012/164/2000-आईआर (डॉयु)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 7th November, 2007

S.O. 3413.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 198/2000) Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the industrial dispute between the employers in relation to the management of Indian Veterinary Research Institute and their workmen, which was received by the Central Government on 7-11-2007.

[No. L-42012/164/2000-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW**

PRESENT: Shrikant Shukla, Presiding Officer

I. D. No:198/2000

Ref. No. 164/2000/IR(DU) date 10-10-2000

BETWEEN

Shri Mahender Pal S/o Sh. Ram Pal

R/o Bujhia Januvi

PO:Bhojipura

Bareilly (UP)

And

The Director

Indian Veterinary Research Institute

Izatt Nagar. Bareilly (UP)-243001

AWARD

The Government of India Ministry of Labour *vide* their order No. L-42012/164/2000/IR(DU) dated 10-10-2000 has referred following dispute for adjudication to the Presiding Officer Central Government Industrial Tribunal cum Labour Court, Lucknow for adjudication.

Whether the action of the management of the Indian Veterinary Research Institute, Izatnagar, Bareilly in terminating the services of their workman Sh. Mahender Pal Ex-daily wage w.e.f. 12-4-90 is legal and justified? If not to what relief the workman is entitled and from which date?

The worker's case in brief is that he worked as a daily wage/casual labour in Indian Veterinary Research Institute. Bareilly w.e.f 1-7-85 to 11-4-90. The aforesaid opposite party always terminated the services of the worker verbally, without notice, illegally despite having the work. The worker has enclosed the photostate copies of certificates Annexure A1 to A6. The details of work shown in the certificate are as under:

S.No	Annexure	No.Period	Date of issue of Certificate
1.	A1	1-7-85 to 28-2-86	11-3-86
2.	A2	6-4-88 to 15-5-88	14-10-88
		18-5-88 to 20-8-88	
		Total 99 days	
3.	A3	17-7-89 to 27-10-89	17-11-89
4.	A4	1-1-90 to 11-4-90	16-4-90

(there is no Annexure as A5 & A6)

Worker has submitted that he had qualification of group 'D' post and with in the age limit prescribed for regular appointment for group 'D' post and accordingly he has submitted the photostate copy of class VI. School leaving Certificate showing his date of birth and registration card of Employment Exchange. Bareilly (Annexure A7 to A9).

It is further submitted that the employer opposite party engaged the worker for continuous work for three months and later on disengaged and engaged another casual labour and called the worker after three months. so that he may not be entitled to regular appointment. The worker has filed the photostate copies of muster roll from May 93 to July 1993 and July 93 to October and December 1993 as annexure A 10 to A17 to the statement of claim.

It is further alleged that the employer invited applications for different post vide circular dated 27-6-94, 7-2-95. The Employer called for an interview and the worker appeared, but the worker was not appointed and those who had nexus with the employer have been given regular appointment. The photocopies of circular dated 27-6-94 (Annexure A-18) and 7-2-95 (Annexure 19) have been filed together with notice of selection dated 2-2-97 (Annexure-20). He has further alleged that the juniors were appointed, but the worker was left out. It is also alleged that the employer published an advertisement for class IV post employees of regular appointment. Worker submitted the application, but the worker was not considered on the ground of over age (worker has filed the photo state copy of advertisement i.e. Annexure A-21 with the statement of claim).

It is also alleged by the worker that the employer indulged in unfair labour practice and also violated the policy of the Deptt. of Personnel & Training and Pension and Public Grievances, Government of India, N. Delhi, ICAR, New Delhi with regard to regularization of workers/labours 'Granting Temporary Status'. Worker has filed the photo copies of policies A 21 to A 28. It is also alleged that the employer has given the work to contractor. Worker has filed the photo state copies of labour contract/quotation (Annexure A 29 to A 32A) along with the statement of claim. Employer always violated the agreement made between the union. Worker has also filed photo state copies of so called agreement paper No. A 33 to A 35 along with the statement of claim.

Worker has also made wild allegation against the employer which are narrated below:

1. Though the seniority list was prepared by the employer but the same was not followed. The photo state copy seniority list has been filed with the statement of claim i.e. A 36.

2. Employer has not paid wages as prescribed by the Central Government/State Government. A photo state copy of rate list is filed i.e. annexure A 37 with the statement of claim.

Worker has, therefore, requested for quashing illegal and unlawful termination order and reinstatement of worker with all consequential benefits.

The opposite party has filed 91 page written statement denying the claim of the worker. Brief of the said written statement is as under:

It is alleged that the opposite party i.e. Indian Veterinary Research Institute (in short IVRI), Bareilly is purely research institute and hence it is not an industry. Indian Council of Agricultural Research (in short ICAR) which is an autonomous body, registered under the Societies Registration Act, functions under the Department of Agriculture Research & Education (in short DARE). IVRI is under ICAR. It is submitted that Union Minister of Agriculture Government of India is the president of ICAR and Director General of ICAR is also the Secretary to the Government of India in the DARE, but they have not been impleaded as party. Fundamental and Supplementary Rules and all other service rules of the Government of India have been mutatis mutandis made applicable to the employees of ICAR and its Research Institute. IVRI is an institution of Government discharging Government function and not discharging domestic and commercial enterprise.

It is submitted by the opposite party that IVRI has to maintain various departments, large farms, dairy etc. where work of casual/seasonal nature is done. In order to meet the temporary needs casual, daily rated employees are engaged, through the employment exchange. Whenever the projects are sanctioned by sponsors, no permanent post is sanctioned. The Project is carried on with the help of engagement of casual labours and they are paid from the funds of the projects. So far as the regular and permanent work is concerned the IVRI has its own regular staff. It is stated by the opposite party that there is no seniority list in respect of casual/daily rated workers. Such daily rated workers are engaged on the availability of work and the presence of the worker. According to the merits the casual labours available at the institute are given work. The casual mazdoors are engaged for 40 days at a time, 100 days in six months or 200 days in a year. It is admitted that the worker of the instant case was engaged as daily wage casual labour for several intermittent nature of work in the IVRI for specific period. It is specifically stated that no appointment order was given to the worker. The worker did not hold any regular and permanent post in the IVRI. Workmen on the other hand had never worked 240 days in any calendar year or preceding 12 months in the IVRI. He has worked in different spell as and when required by the Institution and has been paid for the actual days he worked. The management of IVRI never terminated the services of the workman. Clarifying the status of the workman, opposite party has stated that he was not engaged against any post. It is submitted that the worker was never interested in his casual/seasonal nature of duties, as he was irregular and not sincere in performing his duties, so far as regularization of the workman is concerned the opposite party has alleged that workman has neither possessed the eligibility criteria nor has a legal right to be regularized, merely because he was engaged as casual/seasonal worker in the institution from time to time. Worker is trying to get back door entry by way of litigation. The different breaks in his jobs was due to the reason that he did not turn up for casual work. The Selection or regular post is purely discretion of the management and the worker who never worked continuously cannot challenge the authority of selection. Worker's claim is belated and over state and therefore not

maintainable. Claim is not covered under section 25 B, 25 F, 25 G, 25 H of Industrial Disputes Act, 1947. He has no case of reinstatement. Management has not contravened any provision of Industrial Disputes Act, 1947.

It is alleged that Central Administrative Tribunal, Allahabad Bench, Allahabad, by a common judgement dated 15-12-94 and 16-12-94 pronounced in the case of Sh. Munna Lal & others and Suresh Kumar & others dismissed the cases of regularization. Against the said judgment worker moved SLP before the Hon'ble Supreme Court of India and the same has been dismissed by the Supreme Court of India vide order dated 7-8-95. Thus the worker had already availed the remedy in respect of regularization. Under the circumstances he cannot raise the demand in respect of regularization before this court.

Answering the allegations of non-selection of the worker on group 'D' post, opposite party has submitted that various vacant group 'D' posts under notified circulated departmentally for being filled up by open competition as well as from ex-casual labours, but since worker had not completed the requirements as per recruitment rules prescribed for such posts, he was not considered for appointment by the selection committee. There are no policies of granting age relaxation to ex-casual labours. Opposite party has admitted that various group 'D' (class IV) posts were advertised for being filled up at IVRI, Markteshwara and IVRI, Izatnagar, but due to the imposition of ban by the Government of India/ICAR, recruitment is held up. The IVRI always followed policies and instructions of various authorities. As per the instruction of the Govt. of India, ICAR, the engagement of casual labours been totally discontinued since 1994. However, the essential cleaning work is entrusted to the contractors on contract basis as the same cannot be allowed to be left in the public interest. Replying to the allegation of agreement between the trade union regarding termination, it is submitted that no such agreement was made. However from the perusal of agreement at Annexure 34, A34, it is revealed that the matter relates to the year 1992 and in respect of the present case. Opposite party has stated that annexure A36 of the claim statement does not pertain to the seniority. It has been stated that the prescribed rates of wages were given to the worker and casual workers were not deprived for benefits with regard to granting temporary status in accordance with the instructions received from time to time.

Opposite party has filed the details of work of casual labour as Annexure A, wherein the following details of work is shown in respect of Mahender Pal:

1988
6-4-88 to 28-8-88 - 139 days
1989
17-7-89 to 27-10-89 - 99 days
1990
1-1-90 to 11-4-90 - 99 days

Opposite party has filed following photo state copies of documents with the list paper No. 7.

1. Photocopy of circular regarding guidelines for engagement of casual labours. (9 pages)
2. Photocopy of circular No F 1-1/94 Legal Cell dated 18-3-94 regarding ban on engagement of fresh casual workers.
3. Photo state copy of memorandum dated 10-9-93 regarding grant of temporary status.
4. Circular No. 24 (15)/93-CDN dated 23-11-94
5. Circular No. 24 (19)/93-CDN dated 23-11-94
6. Judgement of Central Administrative Tribunal Dated 16-12-94.
7. Order of Hon'ble Supreme Court of India dated 31-7-95.
8. Order of Hon'ble Supreme Court of India dated 8-5-95.

Opposite party has also filed photocopy of registration card of the worker showing details of working days.

Worker has filed his own affidavit and the opposite party has filed the affidavit of Sh. Sunil Kumar Gupta, Administrative Officer. Both the parties have cross-examined the witnesses of other party on their affidavits.

Heard learned representative of the parties on 30-1-2006 at length for remaining arguments parties did not appear.

It is admitted to Sh. Sunil Kumar Gupta, the Administrative Officer of the opposite party that "IVRI MAIN JANVARON KE LIYE VACCINE AADITAIYAR KI JATI HAI TATHA BECHA BHI JATA HAI". It is also admitted fact that IVRI is a research institution and for that purposes. It maintains large farm, dairy etc. It is also admitted fact that in order to meet the temporary needs casual daily rated employees are engaged from time to time besides regular employees. In para 8 of the affidavit of Sh. Sunil Kumar it is stated casual engagements are also made when projects are sanctioned by the sponsors, wherever a project is sanctioned no permanent post is sanctioned with it. The project is carried on with the help of "casual engagements and the casual workers are paid from the funds sanctioned for the project". There is no cross examination on the above statement.

In para 9 of the affidavit Sh. Sunil Kumar Gupta has stated that "the nature of work of the institution is such that it requires casual labours from time to time. So far as regular & permanent work is concerned the institution has its own regular staff whose work and nature of duties and responsibilities are quite different from those of casual labours engaged by the institution to meet the exigency of work."

In para 12 of the affidavit of Sh. Sunil Kumar Gupta it is stated "that casual mazdoor are engaged for work of casual or seasonal intermittent nature of work which is not of full time nature for which regular posts cannot be created."

In para 13 of the affidavit it is stated that "the casual mazdoors are engaged for 40 days at a time 100 days in six months or 200 days in a year."

In para 18 of the affidavit it is stated that "applicant had never worked for 240 days in any calendar year or preceding 12 months in the institution. He has worked in different spells as and when required."

In para 19 of the affidavit it has been stated that "the worker has been made payment for actual days he worked/engaged in the institution as casual labour."

Similarly in para 20, 22, 23 following has been stated by Sh. Sunil Kumar Gupta:

20. That the Deponent states that the applicant was engaged for a specific period of work of casual nature and after expiry of that period, the services of the applicant was disengaged automatically from casual job.

22. That the Deponent states that the engagement was sanctioned for a fixed period and thereafter the work under the engagement was come to an end and afterwards neither there was any work available nor any other person was engaged in the Institute.

23. That the Deponent States that Management had never terminated the services of the applicant as mentioned in the present reference order.

When large farms and dairy are maintained naturally a lot of employee are needed for up keep of farms and animals. It has been argued on behalf of the worker that milk, eggs, animal flesh is sold out to the consumers and the Institute makes money out of it. The representative of the management has argued that the same are of no profit basis. In the circumstances, it cannot be said that the function of IVRI is sovereign one, but its function is industrial and the employees whether the regular or temporary or casual are industrial worker. The contention of the representative of opposite party that it is not an industry and casual/daily rated employees are not the workmen is not sustainable.

The present case is not for regularization are giving temporary status to the workman concerned. The scheme for grant of temporary status came much after the termination of the worker. Worker is alleged to have been terminated on 12-4-90, whereas the scheme for granting temporary status came into effect on 1-9-93. And only those casual labours were to be provided temporary status who had rendered a continuous service of at least one year, which means such casual labour must have been engaged for a period of 240 days (206 days in case of offices observing 5 days week). Worker had, therefore, no claim as he was not in employment as on 1-9-93 and has not completed 240 days of work within one year preceding this date. According to his own showing he could not have got temporary status as per the scheme

A very narrow question is before me for adjudication as to whether the termination of the worker Sh. Mahender Pal is legal, just and proper.

Admittedly there is no appointment letter issued to Sh. Mahender Pal, before his engagement as casual labour/mazdoor. Therefore it cannot be said that he was engaged for indefinite period. Merely because the worker was sponsored by employment exchange does not create a right in favour of the worker Sh. Mahender Pal. It is noteworthy that any person to be engaged by any Government department or public institution has to send the requisition to the state run employment exchange, so that the persons already registered could get a job. It is irregular for public body to engage even casual labour from open market without resorting to prescribed norm i.e. requisitioning the names from employment exchange. It is for the authority concerned to select a person of its own choice to meet its requirement. Merely because name of Mahender Pal was sponsored from employment exchange does not give him a right to continue for indefinite period.

As a general rule the mode of regular appointment is open invitation of application and merit that too against sanctioned post. After selection offer of appointment is issued, narrating the terms and condition etc. on receipt of acceptance to the above office letter of appointments are issued subject to medical fitness. No such rules is said to been applied in the present case. Therefore the worker's engagement was perfectly as a casual labour that too on daily wage basis. He was paid for the days he worked like any other mazdoor. Since the IVRI is to follow the rules and regulations of the Govt. it has to adhere the rules and it cannot employ and one beyond the period fixed by the Govt. in regard to casual labour.

The worker has filed only 4 employment certificates the last of which was issued on 16-4-90 showing his last engagement on 11-4-90. It appears that the worker remained satisfied for his disengagement on 11-4-90 for which he obtained certificate on 16-4-90, claim is dated 30-10-2000. Reference order is dated 10-10-2000. If there was a dispute regarding his disengagement, he ought to have raised dispute in the reasonable time. Therefore, I come to the conclusion that no dispute existed about his disengagement on 12-4-90 on the date of reference.

Worker is entitled to protection of Section 25F of the Industrial Disputes Act, 1947 only when he proves that he worked for 240 days within one calendar year preceding 12-4-90, but the worker has failed to prove it.

By observing the orders of Government of India, it cannot be said that the same is unfair labour practice. So far as the non-selection of the worker is concerned in the vacancies notified by the opposite party is concerned that is not the issue on the order of reference. Opposite party according to the worker, invited applications for regular post in which he applied, but was not selected, is not the subject matter of adjudication with the present case. This court has not to examine the legality of the worker's claim, that he applied for class IV post in response to advertisement No. 3/99 but was told that he was overage.

On the discussion aforesaid I come to the conclusion:

1. That the opposite party IVRI is an industry;

2. The worker has not completed 240 days of continuous service before his disengagement on 12-4-1990 and, therefore, he is not entitled to any notice, notice pay or compensation and the action of the management cannot be said to be illegal or unjustified. The issue is, therefore, answered against the worker. The worker is not entitled to any relief.

Lucknow: **SHRIKANT SHUKLA**, Presiding Officer

01-11-2007

नई दिल्ली, 8 नवम्बर, 2007

का.आ. 3314.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम. सी. एल. डेरा कोलियरी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 65/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-11-2007 को प्राप्त हुआ था।

[सं. एल-22012/295/2001-आई आर (सीएम-II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th November, 2007

S.O. 3414.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 65/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the industrial dispute between the management of Dera Colliery of MCL, and their workmen, received by the Central Government on 8-11-2007.

[No. L-22012/295/2001-IR(CM-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present: **Shri N.K.R. Mohapatra**, Presiding Officer,
C.G.I.T.-cum-Labour Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 65/2002

Date of Passing Award - 15th October, 2007

BETWEEN:

The Management of the Project Officer,
(T & H), Dera Colliery of MCL,
P.O. Talcher, Dist. Angul,
Orissa

...1st Party-Management

(And)

Their Workman, represented through
The General Secretary,
Mahanadi Coal Fields Mazdoor Sabha,
At/PO. South Balanda,
Angul

...2nd Party-Union.

APPEARANCES:

Shri B.K. Sahoo,
Personnel Manager

...For 1st Party Management.

Shri B.N. Pani,
General Secretary

...For 2nd Party-Union.

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L 22012/295/2001 IR(CM-II), dated 09-07-2002:

“Whether the action of the Management of MCL, Dera Colliery in dismissing Sh. R.C. Behera, Loader from service with effect from 15-2-1999 is just, fair and legal? If not, to what relief is the workman entitled?”

2. The workman was working as a Loader in Talcher Colliery of the Management-Company. For remaining absent un-authorizedly from 15-11-1997 to 18-5-1998, he was charge-sheeted vide Letter No. 3058 dated 2/3-6-1998 and after a second show cause notice he was removed from service vide order dated 6-2-1999 passed by the disciplinary authority.

3. As against the above action of the Management it is alleged by the Union that the workman was earlier admitted into the Netaji Central Hospital of the Management at Dera for treatment of his injuries which he had sustained in an accident during course of his duty from 20-11-1996 to 2-12-1996. Even after such treatment the workman almost constantly suffered from back pain for which he used to be under treatment under the Colliery Hospital from 2-6-1997 to 17-9-1997 and after he was declared fit by the Medical Board on 30-9-1997 he joined in his duties for some days but having suffered backache again he preferred to be treated in the Government P.H.C. near his village from 15-11-1997 to 18-5-1998 (charge-sheet period) and wanted to join in duties on 19-5-1998 as per the fitness certificate granted by that hospital. Initially he was not allowed by the Management to join but after he was declared fit by the Medical Board he joined in duty some times after 27-7-1998 and about one month's later he was issued with a charge-sheet for the absentee period from 15-11-1997 to 18-5-1998.

4. As regards the charge-sheet it is alleged by the Union that the same was issued to the workman without asking for his explanation as to the reasons of his absence to form a prima facie opinion before settling the charges. It is also alleged that during the departmental enquiry the workman was not given sufficient opportunity to defend himself. Besides, when the dismissal order was passed by the Chief General Manager he was issued with a second show-cause notice by another person namely the Project Officer, Talcher Colliery and that his explanation to such second show cause was not at all considered by the disci-

plinary authority and that the enquiry officer without considering the evidence on record and more so his stand taken during the proceeding had submitted his report in a bias, vindictive and preoccupied mind to remove him from service.

5. The Management on the other hand has submitted that the workman having remained absent from 15-11-1997 to 18-5-1998 had never cared to apply for leave or intimate the Management as to the reasons of his remaining absent from duty. It is further contended that when he was issued with the charge-sheet asking him to give his explanation, the workman did not give any explanation and therefore the charges were ordered to be enquired by another officer (Enquiry Officer). During enquiry stage also the workman did not conduct himself properly even though he was asked in the charge-sheet to take the assistance of a co-worker. It is further contended that when second show cause was issued to him about the proposed punishment, he remained silent and therefore he was dismissed from service after due consideration of the report submitted by the enquiry officer. To justify the quantum of punishment as proper it is further contended by the Management that the workman was in the habit of remaining absent frequently without any cause and therefore, his dismissal can not be looked upon down as vindictive.

6. On the basis of above pleadings of the parties three issues were framed initially but subsequently another additional issue (Issue No.4) was added, the order of dismissal being the resultant outcome of a domestic enquiry. The issues are as follows:—

ISSUES

1. Whether the reference is maintainable?
2. Whether the action of the Management of MCL, Dera Colliery in dismissing Shri R.C. Behera, Loader from service with effect from 15-2-1999 is just, fair and legal?
3. If not, to what relief is the workman entitled?
4. Whether the departmental enquiry made was fair and proper?

7. The workman has examined himself alone as W.W.-1. He has also produced certain documents marked as Exts. -1 to 7. The Management on the other hand has examined three of its officers as M.W.-1, 2 and 3 and has produced no documents at all.

FINDINGS

ISSUE NO. 1

8. There being no substantial challenge to the same this Issue is answered affirmatively.

ISSUE NO. 4.

9. This being the prime issue is taken up first. But most surprisingly the Management instead of producing the record relating to the domestic enquiry has jumped to adduce fresh evidence to prove the charge. There is nothing on record to show what exactly the charges were and

how the enquiry was conducted. In view of the same there is no other go but to hold that the so-called enquiry as held by the Enquiry Officer was not proper.

10. It is the settled principle that once the enquiry is held to be not proper, the Court is to dispose of the matter as per Section 11-A of the Industrial Disputes Act on the materials available on record unless the Management is permitted to adduce fresh evidence. In the instance case, as noted earlier, there is no recorded material before the Court to come to a conclusion in as much as the enquiry file has not been produced by the Management. The materials available are the fresh evidence which the Management has adduced to prove the charges but none one the less same is also not supported by any documentary evidence. It is stated by the Management Witness that the workman was charge-sheeted for remaining absent without leave from 15-11-1997 to 18-5-1998 and therefore he was removed from service after necessary domestic enquiry. The workman has of course not denied of such an enquiry being initiated against him. He has also admitted to have had not submitted any explanation to the charges as he was confined to home due to the backache that had resulted from out of an accident of 1996. It is also his evidence that ever since that accidental injury he used to suffer constantly from back pain for which he used to attend the Management's hospital time and again and that in an earlier occasion the Management had allowed him to join even though he had undergone treatment in a Government P.H.C during 2-6-1997 to 17-9-1997. But in the instance occasion when he remained under the treatment of the self-same P.H.C during 15-11-1997 to 18-5-1998 the disciplinary authority did not take it into consideration even though he was declared fit by the Medical Board of the Management's company. He has further deposed that even though he had placed these facts before the Enquiry Officer, the same was not taken into account. The documents especially the Medical Pass Book of the workman Ext.-1 and the fitness certificate granted by the Medical Board (Ext.-2, 4 and 6) prove the above facts that he was constantly undergoing medical treatment for the backache resulting from out of an accident. These documents further indicate that on an earlier occasion he was allowed to join in duty even though he had remained under the treatment of a Government P.H.C. during 2-6-1997 to 17-9-1997. But in so far as the medical report granted by the self same Government P.H.C for the alleged period it is stated by the Management Witness that the same was not accepted as because the workman was in the habit of remaining absent frequently. But it is not known whether the said allegation was forming a part of the charge sheet or not in as much as no charge-sheets have been filed by the Management for proper assessment of the Court. Further the evidence of the M.W.-3 shows that when the workman wanted to join in duty on 19-5-1998 on the basis of medical fitness certificate granted by the Government P.H.C. he was again asked to face the medical board but subsequently he was not allowed to join even though the Board had declared him fit on the pretext that a departmental proceeding was pending but nothing has been produced by the Management to show that by then the charge-sheet had already been re-

ceived by the workman. On the other hand the evidence of the workman shows that after he was declared fit by the Medical Board, the Management did not allow him to join in duty but on the other hand *marked* him absent and then issued the charge-sheet belatedly. Since the Management has failed to produce any documents indicating that, such charge-sheet was issued to the workman much before he was declared fit by the Medical Board, the entire action of the Management seems tainted with grave suspicion and vindictiveness.

11. Furthermore though according to the Management the workman was removed from service by the disciplinary authority, the concerned order has neither been produced nor there is anything documentary to show that the same was served upon the workman. On the contrary the workman has stated that, except Ext.-7, a letter of Project Officer no order of dismissal was ever served to him. The said Ext.-7 is a letter of the Project Officer asking the workman to surrender the quarters if at all allotted to him, following his removal from service vide Letter No. CGM (T)/PD/Cord. Discp/99/10, dated 6-2-1999 of the Chief General Manager, Talcher Area. This attitude of the Management in not producing the various documents like the charge-sheet and the letter of termination further strengthen the belief that the Management has removed the workman from service vindictively. Most alarmingly the Management is also found quite scared of producing its Standing Order despite being asked by the Tribunal suggesting otherwise that the action of the Management is not free from bias.

ISSUE NOS. 2 & 3

12. In view of the discussions made under the foregoing issues it is held that the action of the Management in dismissing the workman from service was not proper and accordingly the Management is directed to reinstate the workman in his former post with full back-wages and other service benefits.

13. The reference is answered accordingly.

N. K. R. MOHAPATRA, Presiding Officer

LIST OF WITNESSES EXAMINED ON BEHALF OF THE 2ND PARTY-UNION

Workman Witness No.1 - Shri Rama Chandra Behera.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 2ND PARTY-UNION.

Ext.-1 - Health card for the year from 1992 to 1998 of the workman.

Ext.-2 - Discharge Certificate issued to the workman by the Medical Officer.

Ext.-3 - Certificate of the Medical Board dated 1-10-1997 declaring the workman fit for service.

Ext.-4 - Fitness Certificate issued to the workman.

Ext.-5 - Copy of the Medical Certificate dated 18-11-1997

Ext.-6 - Copy of the fitness certificate issued by the Medical Board.

Ext.-7 - Copy of the order of dismissal of the workman bearing letter No. 910, dated 15-2-1999.

LIST OF WITNESSES ON BEHALF OF THE 1ST PARTY-MANAGEMENT

M.W. No.1 - Shri Yudhisthir Behera.

M.W. No.2 - Shri Pallav Kumar Phukan.

M.W. No.3 - Rarma Chandra Samal.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 1ST PARTY-MANAGEMENT

No documents have been exhibited by the 1st Party-Management.

नई दिल्ली, 8 नवम्बर, 2007

का.आ. 3415.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 271/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-11-2007 को प्राप्त हुआ था।

[सं. एल-22012/437/1998-आई आर (सीएम-11)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 8th November, 2007

S.O. 3415.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 271/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of WCL and their workman, which was received by the Central Government on 7-11-2007.

[No. L-22012/437/1998-IR(CM-11)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/271/99

Presiding Officer : Shri C. M. Singh

The Secretary,
R.K.K.M.S (INTUC).
PO : Chandametta,
Distt. Chhindwara (MP)

...Workman/Union

Versus

The Chief General Manager,
W.C.L. Kanhan Area,
P.O. Dungaria,
Distt. Chhindwara (MP)

Management

AWARD

Passed on this 10th day of October, 2007

1. The Government of India, Ministry of Labour vide its Notification No.L-22012/437/98/IR(CM-II) dated 30-7-99 has referred the following dispute for adjudication by this Tribunal:—

“Whether the action of the Manager, Nandan Mine No.2 of WCL, P.O. Nandan, Distt. Chhindwara (MP) in terminating the services of Sh. Keshav S/o Sh. Bholu, Tub Loader of Nandan Mine No. 2 of WCL, Kanhan Area w.e.f. 2-7-96 is justified? If not, to what relief is the workman entitled?”

2. Vide order dated 3-6-05 passed on the order sheet of this reference proceeding, the reference proceeded ex parte against the workman/Union. No statement of claim has been filed on behalf of workman/Union.

3. The case of the management in brief is that Shri Keshav, the workman was working as Tub Loader at Nandan Mine No. 2. He was habitual absentee. He was unauthorisedly absent without intimation/permission and sanctioned leave w.e.f. 20-3-92 for which he was issued chargesheet No. 818 dated 6-1-93. It was served on the workman. The workman did not reply to the charge sheet. A departmental enquiry was held against the workman. The workman deliberately did not participate in the enquiry. The Enquiry Officer submitted his report dated 7-9-93 holding the workman guilty of charges. The competent authority after having gone through the enquiry report punished the workman and imposed the punishment of termination of his services. Therefore the workman is not entitled to any relief whatsoever.

4. The management in order to prove their case, filed affidavit of their witness Shri V. K. Namdev, the then working as Manager, Nandan-II in WCL, Kanhan Area.

5. I have heard Shri A.K. Shashi, Advocate for the management and perused the evidence on record. As there is no evidence on record on behalf of the workman/Union, the case of the workman/Union is not made out. The case of the management is fully proved from the uncontroverted and unchallenged affidavit of their witness Shri V.K.Namdev. Therefore the reference deserves to be decided in favour of the management and against the workman/Union with no orders as to costs. Therefore the reference is decided in favour of the management and against the workman/Union without any orders as to costs holding that the action of the Manager, Nandan Mine No. 2 of WCL, P.O. Nandan, Distt. Chhindwara (MP) in terminating the services of Sh. Keshav S/o Sh. Bholu, Tub Loader of Nandan Mine No.2 of WCL, Kanhan Area w.e.f. 2-7-96 is justified and consequently the workman is not entitled to any relief.

6. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 8 नवम्बर, 2007

का.आ. 3416.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 226/1992) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-11-2007 को प्राप्त हुआ था।

[सं. एल-22012/235/1992-आई आर (सी-II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th November, 2007

S.O. 3416.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 226/1992) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of WCL and their workman, which was received by the Central Government on 7-11-2007.

[No. L-22012/235/1992-IR(C-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/226/92

Presiding Officer : Shri C. M. Singh

The General Secretary,
Bhartiya Koyla Khadan Mazdoor Sangh (HMS),
At & PO : Pathakhhera,
Distt. Betul (MP).

Workman/Union

Versus

The General Manager,
W.C.L.,
Pathakhhera Area,
Distt. Betul (MP)

Management

AWARD

Passed on this 15th day of October, 2007

1. The Government of India, Ministry of Labour vide its Notification No.L-22012/235/92-IR(C-II) dated 12-11-92 has referred the following dispute for adjudication by this Tribunal:—

“Whether the action of the management of W.C.Ltd., Pathakhhera Area, Distt. Betul (M.P) in terminating the services of Shri Shiv Sarkar, Dresser of Shobhapur Coai Mine T.No. 369 with effect from 23-9-87 is justified? If not, to what relief the workman is entitled to?”

2. The case of the workman Shri Shiv Sarkar/Union in brief is as follows: That he was employed as dresser in Shobhapur mine. On 26-5-87, when he was returning from his duty, he found a detonator and a cartridge lying on the way which was in the shape of a misfire. He picked up the detonator and cartridge and with intent to deposit the same in the gun-powder room. He informed his senior officer regarding the detonator and a cartridge who permitted him to deposit the same in the gun-powder room. While the workman was on his way to gun-powder room to deposit detonator and the cartridge, the body searcher caught hold of him with detonator and cartridge and reported the matter to the Manager who suspended him from the services vide his order dated PK/SOM/SHB/932 dated 30-5-87. A departmental enquiry was held by the management against him and on the basis of enquiry, his services were terminated. It has been submitted on behalf of the workman that the enquiry conducted against him was neither legal nor proper and the order of termination from services passed against him is consequently illegal. It is prayed by him that the order of terminating him from services be set-aside and the management be directed to reinstate him with all back wages and benefits.

3. The management contested the reference and filed their Written Statement. Their case in brief is as follows: It has been admitted by the management that the workman was working as a dresser in Shobhapur mine. While he was on duty in the 3rd shift on 26-5-87 in I East Upper Workable as a dresser and when he came out of the mine after performing his duties, he was searched by the Body Searcher. On the search, 4 cartridges and 3 detonators were recovered from him. The said explosive material was concealed in his body. The cartridges were kept in his socks tied with handkerchief and 3 detonators were tied in his waist-belt. The Body Searcher submitted his report in writing regarding the above incident to the shift incharge. As the aforesaid act was a very serious act of misconduct, charge sheet dated 30-5-87 was issued to the workman Shiv Sarkar. As the explanation submitted by the workman to the same was not found satisfactory, therefore vide order dated 12-6-87, Shri K.C.Roy Burman was appointed as Enquiry Officer to enquire into the charges levelled against the workman. The Enquiry Officer legally and properly conducted the departmental enquiry against the workman. During the enquiry, workman Shri Shiv Sarkar participated along with co-worker Shri Bhudeo Rai. Full opportunities were given to workman Shri Shiv Sarkar to defend himself in the Departmental Enquiry. The entire enquiry was conducted strictly in compliance with the principles of natural justice. The Enquiry Officer submitted his report on 18-8-87 holding the workman was held guilty of the charges levelled against him. It was proved in the enquiry that the workman has committed serious act of misconduct as defined in the chargesheet amounting to theft, fraud and dishonesty in connection with employer's business because he had illegally tried to remove explosive used for mining purposes. In view of the aforesaid facts and circumstances, the management has taken strict action and by order dated 22-9-87 the workman was dismissed from service w.e.f. 23-9-87. The workman is not entitled to any relief.

4. Order dated 9-7-03 on the ordersheet of this reference reveals that my learned predecessor in office decided the following preliminary issue "As to whether the DE conducted by the Enquiry Officer against workman Shri Shiv Sarkar, Dresser of Shobhapur Coal Mines T.No. 369 is just and proper?"

5. The management filed the photocopy of the entire departmental enquiry record which has been admitted by the workman vide order dated 17-5-99 passed on the ordersheet of this reference proceeding.

6. Order dated 9-7-03 on the order sheet of this reference proceeding reveals that my learned predecessor in office after having heard Shri S.Nagu, Advocate for workman/Union and Shri A.K.Shashi, Advocate for management recorded findings on the following preliminary Issue:—

1. Whether the DE conducted by the Enquiry Officer against Shri Shiv Sarkar, Dresser of Shobhapur coal mines T.No. 369 is just and proper?

My learned predecessor-in-office in the finding on preliminary Issue No.1 held the following: "Thus it is clear that the DE conducted against the workman by the Enquiry Officer is just and proper and conducted in a rightful manner".

Thus my learned predecessor in office decided preliminary issue No.1 in favour of the management and against the workman. The findings on this issue shall form the part of award.

7. I have heard Shri N.K.Salunke, Advocate learned counsel for workman/Union and Shri A.K.Shashi, Advocate the learned counsel for the management and perused the record on the point of quantum of punishment imposed on the workman. The learned counsel for the workman submitted that the Tribunal should invoke its powers under Sec.11-A of the I.D.Act 1947 and set-aside the order of dismissal and direct the reinstatement of the workman on such terms and conditions, if any, as it thinks fit, or give such other relief to the workman including the award of any lesser punishment in lieu of dismissal. The learned counsel for the workman submitted that the removal of workman from service is disproportionate to the gravity of charges. The enquiry report on record clearly reveals that the charges of theft in connection with employer's property and dishonestly removing explosive cartridges, keeping inside socks and tied them with handkerchief and detonators keeping under the waist-belt which is violative of Coal Mines Regulation 180(3)(B) are clearly proved against the workman. This is a very serious act of misconduct in this age of wide spread terrorism. Removal of such explosives used for mining purpose is a very serious matter. I am of the considered opinion that the order of punishment of dismissal of workman from the services is not disproportionate to the gravity of the charges and the attending circumstances and he has been rightly punished. Shri S.Nagu Advocate also submitted that the unblemished past services of the workman have been ignored. There is no evidence on record that the workman's past services

have been unblemished. Even if for the sake of argument, it is presumed that the workman's past services have been unblemished, even then he has been rightly punished considering the act of serious misconduct.

8. Against the above, the learned counsel for the management submitted that the tribunal should not exercise its power of judicial review in interfering with the findings of the Investigating Officer whereby the charges levelled against the workman have been proved and he has been rightly punished by the competent authority. In this respect, he placed reliance on (1997)6 Supreme Court cases 75 in the case of State of Tamil Nadu Versus A.Rajapandian. The following was held therein—"The last ground given by the Tribunal is that the Commissioner of Police was in error in accepting the findings recorded by the Enquiry Officer was based on evidence which was inconsistent and unreliable. The order dated 16-11-90 passed by the Disciplinary Authority dropping the proceedings against the respondents has been placed before us. It only mentions that there was a contradiction between the two statements is not indicated. The Commissioner of Police in his order dated 12-1-1991 has dealt with the matter and has stated that the only contradiction which was pointed out was that in his statement during Preliminary enquiry, the complainant had referred to the lady accompanying him as his girl friend, while in his statement before the Enquiry Officer described her as his relative. The Commissioner of Police has stated that there is no contradiction in the matter of extortion of money by delinquents and that the discrepancies pointed out are not vital, so the Commissioner of Police after considering the statements of PW1 and PW2 has expressed the view that there was no person not to accept their evidence. We have also perused the statements of PW-1 and PW-2. In our opinion infirmity can be found in the approach of the Commissioner of Police in appreciation of the evidence adduced in the enquiry and the tribunal exercise of its power of judicial review, was not justified in interfering the finding of the Commissioner of Police that charge-1 is proved."

9. The learned counsel also placed reliance on (2000)7 Supreme Court Cases 517 in the case of Janatha Bazar Versus Secretary, Sahakari Noykarara Sangha and others wherein the Hon'ble Supreme Court held as follows:

"After finding that charges against the workmen for breach of trust and misappropriation of funds entrusted to them for the value mentioned in the charge-sheet had been established, the Labour Court materially erred in setting aside the order passed by the management removing the workmen from service and reinstating them with 25 % back wages. Once an act of misappropriation is proved, may be for a small or large amount, there is no question of showing uncalled-for sympathy and reinstating the employees in service."

10. In view of the above and considering the law cited above by the learned counsel for the management, I am of the considered opinion that it is not a fit case wherein powers under Sec. 11-A of the I.D. Act be worked for granting lesser punishment to the workman. The workman has been properly and legally punished for his act of serious

misconduct by the management and the order of punishment passed by the management does not call for any interference.

11. In view of the above, the reference is decided in favour of the management and against the workman with costs holding that the action of the management of W.C.Ltd., Pathakhera Area, Distt. Betul (M.P) in terminating the services of Shri Shiv Sarkar, Dresser of Shobhapur Coal Mine T.No. 369 with effect from 23-9-87 is justified and consequently the workman is not entitled to any relief.

12. Copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 8 नवम्बर, 2007

का.आ. 3417.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई.सी.एल के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 219/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-11-2007 को प्राप्त हुआ था।

[सं. एल-22012/327/1996-आईआर(सी-II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th November, 2007

S.O. 3417.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 219/1997) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of SECL and their workmen, which was received by the Central Government on 7-11-2007.

[No. L-22012/327/1996-IR(C-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

NO. CGIT/LC/R/219/97
PRESIDING OFFICER : SHRI C. M. SINGH

Shri Hukum Chand Yadav,
Ex. Armed Guard,
C/o Shri M. L. Jain,
Near Panchayati Mandir,
Distt. Shahdol.

....Workman/Union

Versus

The General Manager,
Sohagpur Area of SECL,
PO Dhanpuri,
Distt. Shahdol (MP)

...Management

AWARD

Passed on this 16th day of October, 2007

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/327/96-IR (C-II) dated 24-7-97 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Sohagpur Area of SECL in dismissing Sh. Hukum Chand Yadav, Armed Guard, Regional Stores, Sohagpur Area from service w.e.f. 28-12-95 is legal and justified? If not, to what relief is the workman entitled and from which date?”

2. In this case, the statement of claim has been filed on behalf of workman Shri Hukum Chand Yadav. The management in order to contest the case filed their Written Statement.

3. Vide order dated 10-10-07, a settlement arrived at between the parties was duly verified. Shri A.K. Shashi, Advocate for the management identified the signaures of Shri S.N. Agrawal, Regional Personal Manager, Shri S.K. Dixit, Staff Officer and Shri Rajeshwar, Personal Manager. Workman Shri Hukum Chand Yadav verified this settlement deed and identified his signatures on the deed.

4. I have very carefully gone through the terms and conditions of the settlement deed which are as follows :—

The above terms and conditions of the settlement deed are proper and legal. In view of the above, it shall be just and proper to pass award in terms of settlement. Consequently the award is passed in terms of settlement. The terms of settlement shall form the part of award.

5. Copies of award be sent to the Government of India, Ministry of Labour and Employment as per rules.

C. M. SINGH, Presiding Officer

समझौते की शर्तें

1. श्री हुकुमचन्द यादव, भूतपूर्व आर्मगार्ड, सोहागपुर क्षेत्र की पुनः बहाली उनकी बर्खास्तगी की तिथि के पूर्व कैटेगरी/ग्रेड तथा वेतनमान पर सीजीआईटी द्वारा कंसन्ट एवार्ड पारित होने के उपरांत की जावेगी।

2. श्री हुकुमचन्द यादव, भूपू आर्मगार्ड, सोहागपुर क्षेत्र के पुनः बहाली के पश्चात् उनकी पदस्थापना महाप्रबंधक, सोहागपुर क्षेत्र द्वारा की जावेगी।

3. श्री हुकुमचन्द यादव, भूतपूर्व आर्मगार्ड, सोहागपुर क्षेत्र को बर्खास्तगी की तिथि से पुनः सेवा में लेने के बाद कार्य पर उपस्थिति होने की तिथि तक काम नहीं वेतन नहीं के सिद्धांत का पालन किया जायेगा अर्थात् इस समझौते के उपरान्त पुनः कार्य पर उपस्थित होने की तिथि तक उन्हें काम नहीं वेतन नहीं सिद्धांत के अंतर्गत किसी प्रकार का वेतन भुगतान देय नहीं होगा।

4. श्री हुकुमचन्द यादव, भूतपूर्व आर्मगार्ड, सोहागपुर क्षेत्र का मात्र ग्रेजुटी भुगतान के उद्देश्य से उनकी सेवा में निरन्तरता मानी जाएगी।

5. श्री हुकुमचन्द यादव, भूतपूर्व आर्मगार्ड, सोहागपुर क्षेत्र जिस अवधि में कंपनी की सेवा में नहीं थे, उस अवधि का कोल माइन्स पेन्शन योजना, की अनुसूची 4 पैरा 23 में अधीन राशि, ब्याज सहित भुगतान करेंगे।

6. सम्बंधित श्रम संघ एवं प्रबंधन के द्वारा संयुक्त रूप से लिखित सविदा केन्द्रीय शासन औद्योगिक न्यायाधिकरण के समक्ष प्रस्तुत करते हुए यह अनुरोध किया जाएगा कि मामले को समाप्त करते हुए कंसन्ट (Consent Award) हेतु पारित किया जावे।

7. श्री हुकुमचन्द यादव, भूतपूर्व आर्मगार्ड, सोहागपुर क्षेत्र का विवाद पूर्ण एवं अंतिम रूप से निराकृत समझा जाएगा और संबंधित कामगार या किसी भी श्रम संगठन के द्वारा किसी भी फोरम/न्यायालय अथवा शासकीय/अशासकीय अधिकारी के समक्ष भविष्य में नहीं उठाया जाएगा।

8. श्री हुकुमचन्द यादव, भूतपूर्व आर्मगार्ड, सोहागपुर क्षेत्र के इस समझौते को आई.डी. (सी) रूल्स 1957 के अधीन सक्षम, प्राधिकारी के समक्ष पंजीयन के लिए प्रेषित किया जाएगा।

नई दिल्ली, 8 नवम्बर, 2007

का.आ. 3418.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेवेली लिग्नाइट कार्पोरेशन लिमिटेड के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 21/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-11-2007 को प्राप्त हुआ था।

[सं. एल-22015/2/2003-आई आर (सी-II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th November, 2007

S.O. 3418.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the industrial dispute between the employers in relation to the management of Neyveli Lignite Corporation Limited and their workman, which was received by the Central Government on 7-11-2007.

[No. L-22015/2/2003-IR(C-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Friday, the 5th October, 2007

PRESENT : K Jayaraman, Presiding Officer

Industrial Dispute No. 21/2007

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Bank and their Workmen)

Between

The General Secretary : I Party/Petitioner Union
NLC Indco Service Thozhilalar
Uzhiyar Sangam 1/135,
Aiyandar Koil Street
Gangaikondan Village
Neyveli-2

Vs.

The Director (Personnel) : II Party/Respondent
Neyveli Lignite
(Corporation Ltd. Neyveli)

Appearance :

For the Petitioner : None
For the Management : Sri N.A.K. Sarma,
Sri N. Nithianandam
R. Murali, Advocates

AWARD

The Central Government, Ministry of Labour vide its Order No. L-22015/2/2003-IR (CM-II) dated 24-05-2007 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in the order is :

"Whether the demand of NLC Indcoserve Thozhilalar Uzhiyar Sangam for equal pay to equal work is justified or not? If not, to what relief are they entitled?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 21/2007 and issued notices to both sides. Though the petitioner appeared in person on first hearing, he has not filed Claim Statement and therefore he was called absent and set-exparte on 22-08-2007. The respondent appeared through an advocate and filed the Memo of Objection.

3. The Respondent in its objection alleged that the members of the 1st party are member of INDCOSERVE Society and none of them have been issued with any appointment letter by the Respondent and they are not employees of the Respondent Corporation. Since there is no relationship of employer-employee, this dispute cannot be maintainable before this Tribunal. The member of 1st party are contract workers and they have no locus standi to raise this dispute before this forum. The 1st party has no representative character to espouse the cause. The terms and conditions of members of the petitioner union with INDCOSERVE and the terms and conditions of regular workers of the Respondent are not the same. the alleged grievance "equal pay for equal work" can be made by the petitioner only against their employer namely INDCOSERVE and not against the Respondent. The duties and responsibility are not identical. The educational qualification, standard age, nature of work, method and condition of entry/recruitment are entirely different. Hence for all these reasons the Respondent prays that this dispute may be dismissed with costs.

The points for determination is :

1. Whether the demand of the petitioner union for equal pay for equal work is justified?

2. To what relief the member of the petitioner union are entitled?

Point No. 1 & 2

4. The case of the petitioner union is that they are entitled to equal pay for equal work. But though they have raised this dispute before the labour authorities, they have not agitated this matter before this Tribunal. On the other hand, the Respondent contended that there is no relationship of employer-employee between the members of the petitioner union and them. They are members of INDCOSERVE Society and the Respondent has not issued any appointment order to them. It is further contended on behalf of the Respondent that the duties and responsibilities of both are not same. The educational qualification, standard, age, nature of work, method and condition of entry/recruitment etc. are entirely different in respect of both and therefore they cannot claim any relief in this ID. Since INDCOSERVE is a licensee under Contract Labour (Regulation and Abolition) Act, 1970 and since the Respondent is the principal employer and since the system of engaging contract labour in the Respondent establishment is not abolished by the appropriate government, the petitioner cannot question the right of the 2nd party in engaging the contract labour.

5. In this case, the burden of proving that the members of the petitioner union are entitled for equal pay for equal work is upon the petitioner and since the petitioner has not established this fact with any satisfactory evidence and since the petitioner remained absent and set ex-parte, I am not inclined to hold that the members of the petitioner union are entitled to equal pay for equal work. As such, I find these points against the petitioner.

6. Hence, I find the members of the petitioner union are not entitled to relief in this case.

K. JAYARAMAN, Presiding Officer

Witnesses Examined :

For the I Party/Petitioner : None
For the II Party/Management : None

Documents Marked :—

From the Petitioner's side

Ex. No. Date Description
Nil

From the Management side :

Ex. No. Date Description
Nil

नई दिल्ली, 8 नवम्बर, 2007

का.आ. 3419.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 89/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-11-2007 को प्राप्त हुआ था।

[सं. एल-22012/114/1996-आई आर (सी-II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th November, 2007

S.O. 3419.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 89/1997) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SECL and their workman, which was received by the Central Government on 7-11-2007.

[No. L-22012/114/1996-IR(C-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/89/97

Presiding Officer : SHRI C. M. SINGH

The Secretary,
Samyuktha Khadan Mazdoor Sangh,
Chirimiri Area,
Post West Chirimiri Colliery,
Distt. Surguja (MP)

Workman/Union

Versus

Sub Area Manager,
Duman Hill Group of Mines,
Po. Sonawani Colliery,
Distt. Surguja (MP)

Management

AWARD

Passed on this 26th day of October, 2007

1. The Government of India, Ministry of Labour *vide* its Notification No. L-22012/114/96-IR(C-II) and 18-3-97 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Duman Hill Colliery of Chirimiri Area of SECL in dismissing Sh. Kamal Sai, General Mazdoor from services w.e.f. 6-12-91 is legal and justified? If not, to what relief is the workman entitled?”

2. *Vide* order dated 13-05-04 passed on the ordersheet of this reference proceeding, the case proceeded *ex parte* against the workman/Union. No statement of claim has been filed by the workman/Union.

3. The management has filed their Written Statement. The case of the management in brief is that the workman Shri Kamal Sai was initially appointed as General Mazdoor on 7-8-82. He was habitual absentee and remained absent from duty unauthorisely without intimation, permission and sanctioned leave for several months for which he was served with 3 different chargesheets. A departmental enquiry was conducted against the workman properly and legally according to rules. The charges have been proved against the workman and taking into consideration the past

record of the workman wherein he was issued with several chargesheets of the same misconduct, it was decided to dismiss his services. Accordingly *vide* order No. 5021 dated 5-6/12/1991, his services were terminated that the workman is not entitled to any relief.

4. The management in order to prove their case filed affidavit of their witness shri Arvind Kumar Singh, then posted as Sub-Area Manager in Duman Hill Group. As the case proceeded *ex parte* against the workman/Union, there is no evidence of the workman/Union on record.

5. I have heard Shri A.K. Shashi, advocate, the learned counsel for the management and perused the evidence on record.

6. The case of management is fully proved from the uncontroverted and unchallenged affidavit of management's witness Shri Arvind Kumar Singh. Therefore the reference deserves to be decided in favour of the management and against the workman/Union without any orders as to costs.

7. In view of the above, the reference is decided in favour of the management and against the workman/Union without any orders as to costs holding that the action of management of Duman Hill Colliery of Chirimiri Area of SECL in dismissing Sh. Kamal Sai, General Mazdoor from services w.e.f. 6-12-91 is legal and justified. Consequently the workman is not entitled to any relief.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 12 नवम्बर, 2007

का.आ. 3420.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चम्पारण क्षेत्रीय ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, पटना के पंचाट (संदर्भ संख्या 1(सी)/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-11-2007 को प्राप्त हुआ था।

[सं. एल-12012/120/2006-आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 12th November, 2007

S.O. 3420.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1(C)/2007) of Industrial Tribunal-cum-Labour Court, Patna as shown in the Annexure in the Industrial Dispute between the management of Champaran Kshetriya Gramin Bank, and their workmen, received by the Central Government on 12-11-2007.

[No. L-12012/120/2006-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE
BEFORE THE PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL, SHRAM
BHAWAN, BAILEY ROAD, PATNA.

Mics. Case No. 1(C) of 2007

Shri Hari Lal Mahato : COMPLAINANT.
VERSUS

The chairman, Uttar Bihar

Kshetriya Gramin Bank,

H. O. Kalambagh Road,

Muzaffarpur & Ors.

: OPPOSITE PARTIES.

For the Complainant : Shri B. Prasad, President, Bihar
 Provincial Gramin Bank
 Employee Association, Bihar
 & Jharkhand.

For the Opp. Parties. : Shri R. C. Jha, Officer, DAW
 Cell, H. O. Muzaffarpur.

PRESENT : Vasudeo Ram Presiding
 Officer, Industrial Tribunal,
 Patna.

AWARD

Patna. dated the 31st October, 2007

This complaint petition under Section 33A of the Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity) has been filed by the workman during the pendency of Reference Case No. 3(C) of 2007 against the action of the Management of Champaran Kshetriya Gramin Bank now renamed as Uttar Bihar Kshetriya Gramin Bank (hereinafter called the management for brevity) of lowering down the basic pay of the workman by two stages.

2. The case of the workman is that the management imposed on him the punishment of lowering down his basic pay by two stages for two years. The Union raised an industrial dispute before the appellate authority. Lastly the dispute was referred to Industrial Tribunal, Patna for adjudication on the point :

"Whether the action of the Management of Champaran Kshetriya Gramin Bank, Motihari in inflicting punishment i.e. lowering down of two stages of basic pay for two years on the part of Hari Lal Mahato, Clerk-cum-cashier, Panchpokhari Branch of Champaran Kshetriya Gramin Bank is legal and justified? If not, what relief Shri Hari Lal Mahato is entitled to?"

The reference was registered as Ref. Case No. 3(C) of 2007. The management appeared on notice and filed written statement-cum-rejoinder and the Ref. Case was fixed for evidence. On 21-5-2007 the workman filed petition before the Tribunal to direct the management to maintain status-quo. The management lowered down the basic pay of the workman on 31-5-2007 during pendency of the reference. According to the workman the management deliberately violated the provisions of Section 33 of the Act and hence is liable for prosecution. The complainant has prayed that proper order on the complaint be passed.

3. The Opp. Party-Management appeared and filed show cause on 28-6-2007. The contention of the management is that the management has not changed the condition of service during pendency of the reference before this Tribunal and as such the very complaint under Section 33A of 'the Act' is misconceived. Secondly, the

Opp. Party has not passed any order of penalty of lowering down the basic pay of the workman during pendency of the reference case, the penalty was imposed prior to the Reference case and the reference has been made to adjudicate as to whether the punishment imposed is justified or not. The reduction in pay of the workman has been done as a consequence of the order of penalty already passed much before the reference and as such there is no violation of the provisions of Section 33 of 'the Act'. Accordingly the management has prayed that the complaint filed by the complainant-workman be dismissed.

4. The Point for consideration is as to whether the Opp. Party-Management has been guilty of contravention of the provisions laid down under Section 33 of the Industrial Dispute Act, 1947? If so, what action if any, need to be taken against the Management?

FINDINGS

5. At the very outset I would like to mention that the facts of this case are admitted by both the parties. Yet Hari Lal Mahato, the workman has examined himself as W.W.1 in support of his complaint. He has stated that he is posted in Pakaridayal Branch of Uttar Bihar Kshetriya Gramin Bank as Clerk-cum-Cashier from 26-7-2003. The said Bank was earlier named as Champaran Kshetriya Gramin Bank. He has further stated that he was awarded punishment of reduction of basic pay by two stages for two years by the Management. As regards the same a reference case since February, 2007 was pending before this Tribunal. Both the parties had the knowledge of the same and both the parties were taking steps in the same. It appears from Ext. W that on 9-4-2007 the Area Manager of the bank directed the workman to comply the order of punishment of reduction of pay. On 23-4-2007 the workman filed petition photo copy Ext. W/2 before the Area Manager, Motihari to maintain status-quo as the reference case was pending before the Industrial Tribunal. On 9-5-2007 the Area Manager issued show cause to the Branch Manager, Pakaridayal Branch (Photo copy Ext. W) to implement the said punishment on the workman. The Branch Manager, Pakaridayal Branch accordingly issued Letter on 15-5-2007(photo copys Ext. W/1) to the workman of reduction in basic pay by two stages. The above mentioned facts are not disputed rather admitted by both the parties.

6. On behalf of the management one Anand Kumar Jha, Senior Manager, Uttar Bihar Kshetriya Gramin Bank, Muzaffarpur (M. W. 1) has deposed. He has stated that in the year 2004 punishment on the workman was imposed by the Management. The workman did not comply with the same and hence he issued directions to the Branch Manager to expedite of the Reference case. The sum and substance of his statement is that the management did not impose any punishment during the pendency of Reference case, the management simply expedited the old decision and the order of punishment. The said facts are also not disputed.

7. From the above discussions it is admitted, that the management was contesting the Reference case and during the pendency of the dispute before the Industrial Tribunal reduction in the salary of the workman was made by the Management. Section 33A of 'the Act' is the provision of

dealing with the complaint made by the workman where an employer contravenes the provision of Section 33 of 'the Act' during pendency of proceeding before & conciliation Officer, Board, an Arbitrator, a Labour Court, Tribunal or National Tribunal. Section 33 of 'the Act' speaks as follows:

"33. Conditions of service, etc., to remain unchanged under certain circumstances during pendency of proceedings - (1) During the pendency of any conciliation proceeding before a conciliation officer or a board or of any proceeding before an arbitrator or Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall—

(a) in regard to any matter connected with the dispute, alter, to the prejudice of the workman concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or

(b) for any misconduct connected with the disputes discharge or punish, whether by dismissal or otherwise, any workman concerned in such dispute, save with the express permission in writing of the authority before which the proceeding is pending.

8. Section 33A of 'the Act' is designed to provide instant remedy to a workman aggrieved by the contravention of Section 33 of 'the Act'. In other words, where an employer has contravened the provisions of Section 33 the aggrieved workman has been given the option to make a complaint in writing to the authority before which an Industrial Dispute is pending with which the aggrieved workman is concerned. Section 33A is attracted where the following conditions precedent are satisfied:

- (1) there should have been contravention by the management of the provisions of Section 33 of 'the Act';
- (2) that the contravention should have been during pendency of the proceedings before the Labour Court, Tribunal or National Tribunal as the case may be;
- (3) that the complainant should be aggrieved by the contravention;
- (4) that the application should be made to the Labour Court, Tribunal or National Tribunal in which the original proceedings are pending.

9. It is well settled principle of law that in order to attract Section 33(1) (a) of 'the Act' the following features must be present:

- (1) there is a proceedings in respect of an industrial dispute pending before the Tribunal.
- (2) conditions of service of the workmen applicable immediately before the commencement of the proceeding are altered.
- (3) The alteration of the conditions of service is in regard to matter connected with the pending industrial dispute.
- (4) The workmen whose conditions of service are altered are concerned in the pending industrial dispute.
- (5) The alteration of the conditions of service is to the prejudice of the workmen.

If any of these conditions is wanting in a given case or is not established, complaint under Section 33A of 'the Act' shall not be tenable.

10. Now coming to this case I find that there was a proceeding in respect of an industrial dispute pending before this Tribunal. This complaint under Section 33A of 'the Act' has been filed during pendency of the said proceeding against the section of the management of lowering down basic pay of the workman by two stages for two years. There is no dispute on the fact rather it is an admitted fact that the Management had already passed the order inflicting punishment of lowering down basic pay of the workman by two stages for two years and for which the industrial dispute was raised and accordingly the reference, case was registered. The reduction in pay of the workman was made by the management in implementation of the said punishment. No new order of reduction of pay of the workman was passed by the management. Under the circumstances the management can not be said to have altered the service conditions of the workman during pendency of the proceeding of Reference Case. Secondly, the matter raised in Reference case as well as in this complaint petition is one and the same. Under the circumstances it can not be said that the complaint is with regard to a matter connected with the pending industrial dispute. Thus feature Nos. 2 and 3 mentioned in preceding paragraph are absent in this case and hence the complaint petition is not tenable. I also find that the complaint petition has been filed for the same matter for which the industrial dispute was raised and the reference case was registered, and hence the complaint petition itself is misconceived and hence not maintainable. The management has not contravened the provisions of Section 33 of the Act.

11. It has been pointed out during the argument and there is no dispute on the fact that Reference Case No. 3(C) of 2007, the original industrial dispute has already been decided and the Award has already been published. Under the circumstances I find that the complaint petition U/s. 33 A of the Act filed for the same matter has become infructuous.

12. In the result I find and hold that the petition under Section 33A of 'the Industrial Disputes Act', 1947 filed by the workman is misconceived and not maintainable and the same has become infructuous with the passing of Award in Reference Case No. 3(C) of 2007. Hence the petition is hereby dismissed.

13. And Award accordingly.

Dictated & Corrected by me.

VASUDEO RAM, Presiding Officer

CORRIGENDUM

New Delhi, the 22nd November, 2007

S.O. 3421.—In notification No. S.O. 727, dated 12-02-2007, published in the Gazette of India, Part-II—Section 3(ii) on March 10, 2007, for the words, "Central Government Industrial Tribunal/Labour Court No. 1, New Delhi", the words, "Central Government Industrial Tribunal/Labour Court, Lucknow", shall be substituted.

[No. L-40012/221/2003-IR(DU)]

SURENDRA SINGH, Desk Officer